

COMPREHENSIVE  
GARBAGE, RECYCLABLES, AND  
COMPOSTABLES COLLECTION  
CONTRACT

City of Auburn  
and  
XXXX

January 1, 2018 – March 31, 2028

# Comprehensive Garbage, Recyclables, and Compostables Collection Contract Table of Contents

1	RECITALS .....	1
2	AGREEMENT .....	1
3	DEFINITIONS .....	2
4	2. CONTRACTOR REPRESENTATIONS AND WARRANTIES.....	6
5	3. SCOPE OF WORK .....	7
6	3.1 GENERAL COLLECTION SYSTEM REQUIREMENTS .....	7
7	3.1.1 Service Area.....	7
8	3.1.2 Annexation .....	7
9	3.1.3 Service to Residences on Private Roads and Driveways .....	7
10	3.1.4 Hours/Days of Collection .....	8
11	3.1.5 Employee Conduct .....	8
12	3.1.6 Disabled Persons Service.....	9
13	3.1.7 Holiday Schedules.....	9
14	3.1.8 Inclement Weather.....	9
15	3.1.9 Suspending Collection from Problem Customers.....	10
16	3.1.10 Missed Collections .....	10
17	3.1.11 Same Day Collection .....	11
18	3.1.12 Requirement to Recycle and Compost and Quality Assurance .....	11
19	3.1.13 Routing, Notification and Approval .....	11
20	3.1.14 Vehicle and Equipment Type/Age/Condition/Use .....	12
21	3.1.15 Container Requirements and Ownership .....	14
22	3.1.15.1 Garbage, Recyclables, and Compostables Carts .....	14
23	3.1.15.2 Detachable Containers and Drop-box Containers .....	15
24	3.1.15.3 Ownership .....	16
25	3.1.15.4 Container Colors and Labeling .....	17
26	3.1.15.5 Container Weights.....	18
27	3.1.15.6 Container Removal Upon City's or Customer Request .....	18
28	3.1.16 Inventory of Vehicles and Facilities.....	18
29	3.1.17 Spillage.....	18
30	3.1.18 Pilot Programs.....	19
31	3.1.19 Disruption Due to Construction .....	20
32	3.1.20 Contractor Planning and Performance Under Labor Disruption .....	20
33	3.1.21 Site Planning and Building Design Review .....	22
34	3.1.22 Safeguarding Public and Private Facilities .....	22
35	3.1.23 Transition and Implementation of Contract.....	22
36	3.1.24 Hiring Preference.....	23
37	3.1.25 Performance Review .....	23
38	3.1.26 Continual Monitoring and Evaluation of Operations .....	24
39	3.1.27 Collection/Disposal Restrictions .....	24
40	3.1.28 Direct Disposal Payment .....	25
41	3.1.29 Emergency Response .....	25
42	3.2 COLLECTION SERVICES.....	26
43	3.2.1 Single-Family Residence Garbage Collection .....	26
44	3.2.1.1 Subject Materials .....	26

# **Comprehensive Garbage, Recyclables, and Compostables Collection Contract Table of Contents**

1	3.2.1.2 Containers .....	26
2	3.2.1.3 Specific Collection Requirements .....	26
3	3.2.2 Single-Family Residence Recyclables Collection .....	<del>27</del> 26
4	3.2.2.1 Recyclable Materials .....	27
5	3.2.2.2 Containers .....	27
6	3.2.2.3 Specific Collection Requirements .....	<del>28</del> 27
7	3.2.3 Single-Family Residence Compostables Collection .....	28
8	3.2.3.1 Subject Materials .....	28
9	3.2.3.2 Containers .....	28
10	3.2.3.3 Specific Collection Requirements .....	29
11	3.2.4 Multifamily Complex and Commercial Customer Garbage Collection .....	<del>30</del> 29
12	3.2.4.1 Subject Materials .....	<del>30</del> 29
13	3.2.4.2 Containers .....	<del>30</del> 29
14	3.2.4.3 Specific Collection Requirements .....	30
15	3.2.5 Multifamily Complex and Commercial Recyclables Collection .....	<del>31</del> 30
16	3.2.5.1 Subject Materials .....	<del>31</del> 30
17	3.2.5.2 Containers .....	<del>31</del> 30
18	3.2.5.3 Specific Collection Requirements .....	31
19	3.2.6 Multifamily Complex and Commercial Customer Compostables Collection .....	<del>32</del> 31
20	3.2.6.1 Subject Materials .....	<del>32</del> 31
21	3.2.6.2 Containers .....	<del>32</del> 31
22	3.2.6.3 Specific Collection Requirements .....	<del>32</del> 31
23	3.2.7 Drop-Box Container Garbage Collection .....	<del>32</del> 31
24	3.2.7.1 Subject Materials .....	<del>32</del> 31
25	3.2.7.2 Containers .....	32
26	3.2.7.3 Specific Collection Requirements .....	<del>33</del> 32
27	3.2.8 Boeing Company Special Container Garbage Collection .....	<del>33</del> 32
28	3.2.9 Temporary (Non-Event) Container Customers .....	<del>33</del> 32
29	3.2.10 Special Event Services .....	33
30	3.2.11 <del>The</del> City Services .....	<del>34</del> 33
31	3.2.12 Auburn-Sponsored Community Events .....	<del>35</del> 34
32	3.2.13 On-call Bulky Waste Collection .....	<del>36</del> 35
33	3.2.14 Excluded Services .....	<del>37</del> 36
34	3.3 COLLECTION SUPPORT AND MANAGEMENT .....	<del>37</del> 36
35	3.3.1 General Customer Service .....	<del>37</del> 36
36	3.3.2 Specific Customer Service Requirements .....	<del>37</del> 36
37	3.3.2.1 Customer Service Representative Staffing .....	37
38	3.3.2.2 City Customer Service .....	<del>38</del> 37
39	3.3.2.3 Service Recipient Complaints and Requests .....	<del>38</del> 37
40	3.3.2.4 Handling of Customer Calls .....	<del>39</del> 38
41	3.3.2.5 Corrective Measures .....	<del>39</del> 38
42	3.3.2.6 Contractor Internet Website .....	<del>39</del> 38
43	3.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required .....	<del>40</del> 39
44	3.3.2.8 Customer Communications .....	<del>40</del> 39
45	3.3.3 Customer Billing Responsibilities .....	<del>41</del> 40
46	3.3.4 Reporting .....	41
47	3.3.4.1 Monthly Reports .....	<del>42</del> 41
48	3.3.4.2 Annual Reports .....	<del>43</del> 42
49	3.3.4.3 Ad Hoc Reports .....	<del>44</del> 43
50	3.3.4.4 Other Reports .....	<del>44</del> 43
51	3.3.5 Promotion and Education .....	<del>44</del> 43

**Comprehensive Garbage, Recyclables, and Compostables  
Collection Contract  
Table of Contents**

1	<b>4. COMPENSATION .....</b>	<b>45</b>
2	4.1 COMPENSATION TO THE CONTRACTOR .....	<u>4645</u>
3	4.2 COMPENSATION ADJUSTMENTS .....	<u>4645</u>
4	4.2.1 Annual CPI Modification .....	<u>4645</u>
5	4.2.2 Changes in Disposal or Compostables Processing Sites .....	<u>4746</u>
6	4.2.3 Other Modifications .....	<u>4746</u>
7	4.2.4 New or Changes in Existing Taxes .....	<u>4847</u>
8	4.2.5 Changes in Service Provision .....	<u>4847</u>
9	4.3 CHANGE IN LAW .....	<u>4847</u>
10	4.4 COMPENSATION ADJUSTMENTS APPROVAL .....	48
11	<b>5. FAILURE TO PERFORM, REMEDIES, TERMINATION.....</b>	<b>48</b>
12	5.1 PERFORMANCE FEES .....	<u>4948</u>
13	5.2 CONTRACT DEFAULT .....	<u>5150</u>
14	<b>6. NOTICES.....</b>	<b>5352</b>
15	<b>7. GENERAL TERMS .....</b>	<b>5352</b>
16	7.1 COLLECTION RIGHT .....	<u>5352</u>
17	7.2 ACCESS TO RECORDS .....	53
18	7.3 INSURANCE.....	<u>5453</u>
19	7.3.1 Minimum Scope of Insurance.....	<u>5453</u>
20	7.3.2 Minimum Amounts of Insurance.....	<u>5554</u>
21	7.3.3 Other Insurance Provisions .....	<u>5554</u>
22	7.3.4 Acceptability of Insurers .....	<u>5655</u>
23	7.3.5 Verification of Coverage .....	<u>5655</u>
24	7.3.6 Subcontractors .....	<u>5655</u>
25	7.4 PERFORMANCE BOND .....	<u>5655</u>
26	7.5 INDEMNIFICATION .....	<u>5655</u>
27	7.5.1 Indemnify and Hold Harmless .....	<u>5655</u>
28	7.5.2 Industrial Insurance Immunity Waiver .....	<u>5756</u>
29	7.6 CONFIDENTIALITY OF INFORMATION.....	<u>5756</u>
30	7.7 ASSIGNMENT OF CONTRACT .....	<u>5756</u>
31	7.7.1 Assignment or Pledge of Money by the Contractor.....	<u>5756</u>
32	7.7.2 Assignment, Subcontracting, Delegation of Duties .....	<u>5756</u>
33	7.7.3 MERGER OR SALE OF CONTRACTOR OPERATIONS .....	<u>5857</u>
34	7.8 LAWS TO GOVERN/VENUE .....	<u>5857</u>
35	7.9 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS .....	<u>5857</u>
36	7.10 PERMITS AND LICENSES .....	<u>5958</u>
37	7.11 RELATIONSHIP OF PARTIES .....	<u>5958</u>
38	7.12 CONTRACTOR'S RELATIONSHIP WITH CUSTOMERS .....	<u>6059</u>
39	7.13 BANKRUPTCY .....	<u>6059</u>
40	7.14 RIGHT TO RENEGOTIATE/AMEND .....	<u>6059</u>
41	7.15 FORCE MAJEURE.....	<u>6059</u>
42	7.16 ILLEGAL PROVISIONS .....	<u>6160</u>
43	7.17 WAIVER .....	<u>6160</u>
44	7.18 INCORPORATION OF CONTRACTOR'S PROPOSAL IN RESPONSE TO THE CITY'S RFB .....	<u>6160</u>

**Comprehensive Garbage, Recyclables, and Compostables  
Collection Contract  
Table of Contents**

1	7.19 DISPUTES RESOLUTION.....	61
2	7.20 ENTIRETY .....	<del>62</del> 64
3	<b>ATTACHMENTS .....</b>	<b>1</b>
4		
5	Attachment A: Service Area	
6	Attachment B: Contractor Rates	
7	Attachment C: Recyclables List	
8	Attachment D: <del>Billing</del> Customer Service Transition and Management	
9	Attachment E: Rate Modification Example	

Draft

1 The Parties, in consideration of the promises, representations, and warranties contained in this  
2 agreement and the RFB, agree as follows:

3  
4 **RECITALS**

5  
6 | WHEREAS, ~~t~~he City has conducted a competitive process to select a contractor to provide Garbage,  
7 Recyclables, and Compostables collection services to all residents, businesses, and institutions located  
8 within the Service Area; and  
9

10 WHEREAS, the Contractor, having participated in the competitive process, acknowledges that the City  
11 conducted a thorough and exhaustive competitive process; and  
12

13 WHEREAS, having completed the competitive process, the City has selected the best candidate to  
14 provide the services outlined in the competitive process; and  
15

16 WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise  
17 necessary to perform the services as requested in the competitive process; and  
18

19 | WHEREAS, ~~t~~he City desires to enter into this Contract with the Contractor for the services outlined in  
20 the competitive process and included below;  
21

22 NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein  
23 | contained, ~~t~~he City and Contractor do agree as follows:  
24

25 **AGREEMENT**

26  
27 This Comprehensive Garbage, Recyclables, and Compostables Collection Contract (hereafter, "Contract")  
28 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (hereafter the "Date of Execution"),  
29 by and between the City of Auburn, a municipal corporation (hereafter "City"), and XXX, a Washington  
30 corporation (hereafter "Contractor").  
31

## DEFINITIONS

**Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular collection containers. Bulky Waste includes: large appliances (such as refrigerators, freezers, stoves, dishwashers, clothes washing machines or dryers), water heaters, furniture (such as chairs or sofas), televisions, mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

**Cart:** A Contractor-provided 13-, 20-, 35-, 45-, 64-, or 96-gallon wheeled Container with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect resistant and kept in sanitary condition by the Contractor at all times.

**City:** The word "City" means the City of ~~The City~~ Auburn, King and Pierce Counties, Washington. As used in the Contract, use of the term "City" may include reference to the Mayor, or his/her designated representative.

**Change of Control:** Any sale, merger, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership that transfers 50% or more of the beneficial interest therein from one entity to another. Provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract shall not constitute a Change in Control.

**Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

**Compostables:** Any organic waste material that is Source-separated for processing or composting, such as Yard Debris and Foodscrap generated by any Residential or Commercial customers.

**Contractor:** XXX, which has contracted with the City to collect, transport, and dispose of Garbage, and to collect, process, market, and transport Recyclables and Compostables.

**Container:** Any Food Mini-can, Garbage Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract.

**County:** King County in Washington State.

**Curb or Curbside:** Refers to the Customers' property, within five (5) feet of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five (5) feet of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by ~~t~~ The City and Contractor.

**Customer:** All users of the Contractor's services provided as provided by this Contract, including property owners, managers, and tenants.

1 **Date of Commencement of Service:** January 1, 2018, which is the date that the Contractor agrees to  
2 commence the provision of collection and other services as described throughout this Contract.

3  
4 **Date of Execution:** The date that this Contract is executed by all signatories.

5  
6 **Day/Days:** Calendar days unless otherwise specified.

7  
8 **Detachable Container:** A watertight metal or plastic container equipped with a tight-fitting cover,  
9 capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic  
10 yard or greater than eight (8) cubic yards in capacity.

11  
12 **Driveway:** A privately-owned and maintained way that connects a Residence or parking  
13 area/garage/carport with a Private Road or Public Street.

14  
15 **Drop-box Container:** An all-metal loose material or compactor container with ten (10) cubic yards or  
16 more capacity that is loaded onto a specialized collection vehicle.

17  
18 **Extra Unit:** Excess material that does not fit in the Customer's primary Container. In the case of Cart  
19 services, an Extra Unit is 32 gallons and may be contained in either a plastic bag or Garbage can. In the  
20 case of Detachable Containers one (1) cubic yard or more in capacity, an Extra Unit is 96 gallons.

21  
22 **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of  
23 produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper,  
24 such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or  
25 other paper products accepted by the Contractor's selected composting site. Food Scraps shall not  
26 include dead animals, plastics, diapers, kitty litter, liquid wastes, ashes, pet wastes, or other materials  
27 prohibited by the selected composting facility. The range of materials handled by the Compostables  
28 collection program may be changed from time to time upon the mutual agreement of the Parties to  
29 reflect those materials allowed by the Public Health – Seattle & King County for the frequency of  
30 collection provided by the Contractor.

31  
32 **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to,  
33 rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals  
34 completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities  
35 that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and  
36 disposal by the Contractor. Needles or "sharps" used for the administration of medication can be  
37 included in the definition of "Garbage," provided that they are placed within a sealed, secure container  
38 as agreed upon by the City and the Contractor and this handling is consistent with current King County  
39 sharps policy. The term "Garbage" shall not include Hazardous Wastes, Source-separated recyclable  
40 materials, or Source-separated Compostables.

41  
42 **Garbage Can:** A Container that is a water-tight galvanized sheet-metal or plastic container not exceeding  
43 four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one  
44 on each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and  
45 insect proof and kept in sanitary conditions by their owner at all times.

1 **Hazardous Waste:** Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant,  
2 pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local,  
3 state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to  
4 human health or the environment or environmental conditions, including but not limited to any  
5 substance that is:

- 6
- 7 A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United  
8 States Environmental Protection Agency under Subtitle C of the Resource Conservation and  
9 Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid  
10 Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et  
11 seq.; or any other federal statute or regulation governing the treatment, storage, handling, or  
12 disposal of waste imposing special handling or disposal requirements similar to those required  
13 by Subtitle C of RCRA;
- 14
- 15 B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous  
16 waste or extremely hazardous waste by the Washington State Department of Ecology under the  
17 State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State  
18 statute or regulation governing the treatment, storage, handling, or disposal of wastes and  
19 imposing special handling requirements similar to those required by Chapter 70.105 RCW; and
- 20
- 21 C. Any substance that comes within the scope of this definition as determined by the City after the  
22 Date of Execution of this Contract.

23

24 Any substance that ceases to fall within this definition as determined by the City after the Date of  
25 Execution of this Contract shall not be deemed to be Hazardous Waste.

26

27 **King County Disposal System:** The areas owned, leased, or controlled by King County, Washington for  
28 the disposal of Garbage, or such other site as may be authorized by the current King County  
29 Comprehensive Solid Waste Management Plan and the Amended and Restated Solid Waste Interlocal  
30 Agreement between the City and King County.

31

32 **Multifamily Complex:** Multiple-unit Residences with three (3) or more units attached or unattached  
33 units billed collectively for Garbage collection service.

34

35 **Office Hours:** The period from 7:00 a.m. through 6:00 p.m. Pacific Standard Time, Monday through  
36 Friday, and 8:00 a.m. through 12:00 p.m. Pacific Standard Time, Saturday, excluding holidays specified in  
37 Section 3.1.7.

38

39 **On-call:** The provision of specified services only upon direct telephone, written, or e-mailed request of  
40 the Customer to the Contractor.

41

42 **Private Road:** A privately-owned and maintained way that allows for access by a service vehicle and  
43 that serves multiple Residences.

44

45 **Public Street:** A public right-of-way used for public travel, including public alleys.

46

47 **Recycling:** The preparation, collection, transport, processing, and marketing of Recyclables.

**Recyclables:** The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Attachment C.

**City:** The City of Auburn, King and Pierce Counties Washington. As used in this Contract, use of the term "City" may also include reference to the Mayor, or his/her designated representative, and references to staff, streets, rights-of-way, and activities and things refer to City staff, streets, rights-of-way, and activities and things, when appropriate, and unless otherwise specified.

**Residence/Residential:** A single-family and/or multifamily living space individually rented, leased or owned.

**Service Area:** The service boundaries indicated in Attachment A as of the Date of Commencement of Service, as revised from time to time in accordance with Section 3.1.2.

**Single-Family Residence:** All one-unit houses, duplexes, and mobile homes that are billed individually and located on a Public Street or Private Road.

**Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, and other materials.

**Special Waste:** Polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

**Strike Contingency Plan:** The plan the Contractor will develop pursuant to Section 3.1.20 of this Contract.

**Transition and Implementation Plan:** The plan that the Contractor will develop pursuant to Section 3.1.23 of this Contract.

**WUTC:** The Washington Utilities and Transportation Commission.

**Yard Debris:** Leaves, grass, prunings, branches and small trees. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet in diameter by four (4) feet in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked whole Christmas trees cut to less than six (6) feet in height are acceptable.

## 1. TERM OF CONTRACT

The Term of this Contract is ten (10) years and three (3) months starting on the Date of Commencement of Service. The City may, at its option, extend the Contract up to two (2) extensions, each of which shall not exceed two (2) years in duration from the expiration date. Any extension granted shall be under the original terms and conditions of this Contract or as the Contract may have been amended at the time of

1 the extension, unless new terms are stated in the City's written notice. To exercise the option to extend  
2 this Contract, written notice shall be given by the City to the Contractor not less than ninety (90) days  
3 prior to the expiration of the Contract Term or the expiration of a previous extension.  
4

## 5 **2. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

6  
7 The Contractor represents and warrants to the City as follows:  
8

- 9 • *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good  
10 standing under the laws of the state of Washington, and has all requisite corporate power and  
11 authority to enter into and to perform its obligations under this Contract.  
12
- 13 • *Authority.* The Contractor has the authority to execute this Contract, to make the  
14 representations and warranties set forth in it, and to perform the obligations of the Contractor  
15 under this Contract in accordance with its terms. This Contract has been validly executed by an  
16 authorized representative of the Contractor, with the authority to sign on behalf of and bind the  
17 Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation  
18 of Contractor.  
19
- 20 • *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior  
21 to the Date of Commencement of Service any such licenses, permits, and other authorizations  
22 from federal, state, and other governmental authorities, as are necessary for the performance  
23 of its obligations under this Contract.  
24
- 25 • *Compliance With Laws.* The Contractor is not in violation of any applicable laws, ordinances, or  
26 regulations, which may impact the Contractor's ability to perform its obligations under this  
27 Contract or which may have any impact on the City. The Contractor is not subject to any order  
28 or judgment of any court, tribunal, or governmental agency that impacts its operations or assets  
29 or its ability to perform its obligations under this Contract.  
30
- 31 • *Accuracy of Information.* None of the representations or warranties in this Contract, and none of  
32 the documents, statements, reports, certificates, or schedules furnished or to be furnished by  
33 the Contractor pursuant to this Contract or in connection with the performance of the  
34 obligations contemplated under this Contract, at any time contain or will contain untrue  
35 statements of a material fact or omissions of material facts.  
36
- 37 • *Independent Examination.* In accepting these responsibilities, the Contractor represents and  
38 affirms that it has made its own examination of all conditions affecting the performance of this  
39 Contract, currently and into the future, and of the quantity, quality, and expense of labor,  
40 equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits,  
41 and applicable laws. The Contractor affirms that within the Service Area it is aware of the  
42 present placement and location of all Containers. The Contractor represents and warrants that  
43 it is capable of continuing to collect all Containers from their present locations, and that it is  
44 capable of providing service to and collection of Containers in any areas of the Service Area that  
45 may be built out or developed during the term of this Contract.  
46

### 3. SCOPE OF WORK

#### 3.1 General Collection System Requirements

##### 3.1.1 Service Area

The Contractor shall provide all services pursuant to this Contract throughout the entire Service Area, as defined in Attachment A and expanded from time to time in accordance with Section 3.1.2.

##### 3.1.2 Annexation

If, during the term of the Contract, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall, from the date of annexation, make collection in the annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their WUTC certificates applicable to those areas (if any) shall be cancelled effective on the date of annexation by the City. The Contractor expressly waives and releases its right to claim any and all damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor shall service any future annexation areas shall be seven (7) years from the date of annexation, notwithstanding the term set forth in Section 1 of this Contract.

If additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notification from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City will indemnify, hold harmless and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses and damages, including costs and reasonable attorneys' fees arising out of the Contractor's service in such annexed territory under this Contract.

In the event that additional territory is added to the Service Area, the City acknowledges that equipment, such as Contract-compliant vehicles and Containers, may take time to procure; and therefore, shall not charge performance fees as outlined in Section 5.1 to the Contractor for reasonable delays in the provision of services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor.

##### 3.1.3 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this Section. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

1 In the event that the Contractor believes that a Private Road cannot be safely negotiated , the  
2 Contractor may request that the City evaluate on-site conditions and make a determination of the best  
3 approach for providing safe and appropriate service to the Customer. The City's determination shall be  
4 final, provided that the Contractor shall not be required to endanger workers, its equipment, or its  
5 property.

6  
7 If the Contractor believes that Private Road or Driveway damage is probable, the Contractor shall inform  
8 the respective Customer(s) and may require a road damage waiver agreement in a form previously  
9 approved by ~~the~~ The City. In such event, if the Customer(s) refuse to sign such a road damage waiver, the  
10 Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will  
11 only be serviced from the closest Public Road access. Such determination that damage is probable must  
12 be approved in writing by ~~the~~ The City prior to any action or refusal of service by the Contractor.

#### 13 14 **3.1.4 Hours/Days of Collection**

15  
16 All collections from Single-family Residential Customers and Residential zones, including mixed-use  
17 areas shall be made between the hours of 7:00 a.m. and 5:00 p.m. on a consistent weekday, unless ~~the~~ The  
18 City authorizes a temporary extension of hours or days. Same-day make-up collections for customers  
19 notifying the Contractor of a missed collection by 4:00 p.m. may be performed until 8:00 p.m. Saturday  
20 collection is allowed to the extent consistent with missed collection recovery, holiday and inclement  
21 weather schedules.

22  
23 All collections from Commercial Customers may be made between the hours of 6:00 a.m. and 6:00 p.m.  
24 provided that service to those Customers shall neither disturb Residential Customers in adjoining  
25 Residential zoned areas, nor violate the noise provisions of the City Municipal Code, as amended.  
26 Collections from Commercial Customers within audible distance of Residential Customers shall be made  
27 only between the hours of 7:00 a.m. and 6:00 p.m., and no earlier than 9:00 a.m. on Saturday.  
28 Exemptions to the hour requirements may be granted in writing in advance by the City to accommodate  
29 the special needs of Commercial Customers where allowed by the the City Municipal Code. The City's  
30 noise ordinance, as amended, may further restrict these terms and hours of collection.

#### 31 32 **3.1.5 Employee Conduct**

33  
34 The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be  
35 courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work  
36 without delay, minimize noise, and not cause damage to public or private property. If on private  
37 property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the  
38 street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross  
39 flowerbeds, hedges, or property of adjoining premises, or meddle with property that does not concern  
40 them or their task at hand. While performing work under the Contract, Contractor employees shall wear  
41 professional and presentable uniforms with an identifying badge with photo identification and company  
42 emblem visible to the average observer. At the City's option and direction, Contractor employees shall  
43 work with groups or organizations, such as neighborhood community organizations, homeowner  
44 associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the  
45 appropriate agency when suspicious activities are observed.

1 If any person employed by the Contractor to perform collection services is, in the opinion of the City,  
2 incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the  
3 incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the  
4 Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate  
5 any written complaint from the City regarding any unsatisfactory performance by any of its employees  
6 and take immediate corrective action. If the offending or similar conduct is repeated, the City may  
7 require that the person be removed from all performance of additional work under this Contract. The  
8 Contractor shall remove the employee from Contract work immediately.

### 9 **3.1.6 Disabled Persons Service**

10  
11 The Contractor shall provide carryout service for Garbage, Recyclables, and Compostables to Single-  
12 Family Residence Customers in cases where no household member has the ability to place Containers at  
13 the Curb, at no additional charge.

### 15 **3.1.7 Holiday Schedules**

16  
17 The Contractor shall observe the same holiday schedule as the King County Transfer Stations (typically  
18 New Year's Day, Thanksgiving Day, and Christmas Day). When those holidays fall on a regular collection  
19 day, the Contractor shall reschedule the remainder of the week of regular collection to the next  
20 succeeding business day, which shall include Saturdays. The Contractor may not collect Single-Family  
21 Residence and Multifamily Complex Garbage, Recyclables, or Compostables earlier than the regular  
22 collection day due to a holiday. Commercial collections may be made one (1) day early only with the  
23 consent of the Commercial Customer. Holiday scheduling information shall be included in written  
24 program materials, on the Contractor's web site, and by press releases to general news media in the ~~The~~  
25 [City-local](#) area by the Contractor the week prior to the holiday affecting service.

### 27 **3.1.8 Inclement Weather**

28  
29 The Contractor shall provide all collection services unless weather conditions are such that continued  
30 operation would result in danger to the Contractor's staff, area residents, or property. In that event, the  
31 Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City by  
32 telephone before 6:00 am on the same business day of the areas not to be served. Once Contractor's  
33 vehicles are on-route, areas intentionally missed due to hazardous conditions and not previously  
34 reported to the City, shall be approved by a route supervisor and reported to the City not later than  
35 12:00 p.m. (noon) on the same business day. The Contractor shall coordinate missed collection areas so  
36 that Customers either have all or none of their materials collected to avoid Customer complaints and  
37 calls. The Contractor shall provide automated notification calls, texts, or e-mails (at Customers'  
38 preference) to all missed Customers by 3:00 p.m., including information on when their next collection is  
39 expected.

40  
41 The Contractor shall collect Garbage, Recyclables, and Compostables from Customers with interrupted  
42 service on the following collection week. When service is resumed, the Contractor shall collect  
43 reasonably accumulated excess volumes of materials equal to what would have been collected on the  
44 missed collection day from Customers at no extra charge.

1 Weather policies shall be included in program information provided to Customers. On each inclement  
2 weather day, the Contractor shall release notices by 6:00 a.m. to the local print and electronic media  
3 notifying residents of the modification to the collection schedule. The City may specify additional media  
4 outlets for Contractor announcements at the City's discretion.

6 If Garbage collection is interrupted for two consecutive weeks (for example: Wednesday Customers are  
7 missed for two consecutive Wednesdays) due to inclement weather, the Contractor shall provide two  
8 City-approved collection locations within the City Service Area where any Residential Customer,  
9 regardless of collection day, may bring their Garbage for drop-off at no additional cost to the Customer.  
10 Site locations shall be defined by the City. These sites shall remain open for collection until regularly  
11 scheduled service resumes for those missed areas.

### 13 **3.1.9 Suspending Collection from Problem Customers**

15 The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or  
16 conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may  
17 include, but not be limited to, repeated damage to Contractor-provided containers, repeated suspect  
18 claims of timely set-out followed by demands for return collection at no charge, repeated  
19 unsubstantiated claims of Contractor damage to a Customer's property, or other such problems.

21 The Contractor shall make every reasonable effort to provide service to those problem Customers.  
22 However, the Contractor may deny or discontinue service to a problem Customer after prior written  
23 notice is given to the City of the intent to deny or discontinue service, including the name, service  
24 address, reason for such action, and whether reasonable efforts to accommodate the Customer and  
25 provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City  
26 appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event,  
27 the decision of the City shall be final. The City may also require the denial or discontinuance of service to  
28 any Customer who is abusing the service or is determined to be ineligible.

### 30 **3.1.10 Missed Collections**

32 If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or  
33 contaminated with unacceptable materials, the Contractor shall place in a prominent location a written  
34 notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for  
35 collection. Failure to provide proper written notification to Customers of the reason for rejecting  
36 materials for collection shall be considered a missed collection and subject to performance fees due to  
37 lack of proper Customer notification.

39 The failure of the Contractor to collect Garbage, Recyclables, or Compostables that has been set out by a  
40 Customer in the proper manner on the appropriate day shall be considered a missed collection, and the  
41 Contractor shall collect the materials from the Customer on the same day if notified by 4:00 p.m.  
42 Monday – Friday. Customers giving notice after 4:00 p.m. shall receive a make-up collection the next  
43 day. A Customer giving notice after 4:00 p.m. on Friday shall receive a make-up collection the next day  
44 on Saturday between 9:00 a.m. and 1:00 p.m. The Contractor shall maintain an electronic record of all  
45 calls related to missed collections and the response provided by the Contractor. Such records shall be  
46 made available for inspection upon request by the City, and the information shall be included in monthly  
47 reports. (See Reporting requirements set forth in Section 3.3.4).

1  
2 If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor,  
3 which the Contractor can prove through documentation (e.g., the Containers were not placed at the  
4 curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall  
5 charge the Customer an additional return trip fee for this service, provided the Contractor notifies the  
6 Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The  
7 Contractor will not be liable for a missed collection in such case.  
8

### 9 **3.1.11 Same Day Collection**

10  
11 Garbage, Recyclables, and Compostables collection shall occur on the same regularly scheduled day of  
12 the week for Single-Family Residence Customers. The collection of Garbage, Recyclables, and  
13 Compostables from Multifamily Complexes and Commercial Customers need not be scheduled on the  
14 same day.  
15

### 16 **3.1.12 Requirement to Recycle and Compost and Quality Assurance**

17  
18 The Contractor shall recycle or compost all Source-separated Recyclables and Compostables collected,  
19 unless express prior written permission is provided by the City. The Contractor shall use facilities that:  
20

- 21 • Process materials to a high standard to maximize the recovery and recycling of all incoming  
22 recyclable and compostable materials;
- 23 • Are operated to minimize cross-contamination of materials that would result in otherwise  
24 Recyclable materials being misdirected to a market or disposal where they would not be  
25 recovered;
- 26 • Are designed and operated to minimize the residual stream of otherwise recoverable materials  
27 destined for disposal.  
28

29 The City and Contractor agree that the Contractor is being compensated to fully recycle or compost  
30 those incoming materials and that maximum cost-effective recovery is a primary objective of the City's  
31 collection programs.  
32

33 Concurrently with the start of this Contract, the Contractor shall implement an on-route quality  
34 assurance program for Recyclables and Compostables consistent with industry best management  
35 practices for tagging, probationary periods, material rejection, and suspension of service. The Contractor  
36 and City shall annually review and update these procedures to ensure that contamination problems are  
37 addressed promptly, fairly and consistently for all sectors.  
38

39 The objective of the monitoring program is to maintain a contamination level of no greater than ten  
40 percent (10%) by volume for collected Recyclables and no greater than three percent (3%) by volume for  
41 collected Compostables.  
42

### 43 **3.1.13 Routing, Notification and Approval**

44  
45 The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage,  
46 Recyclables, and Compostables shall be collected from each Single-Family Residence. Likewise, the  
47 Contractor shall indicate, on maps acceptable to the City, the regularly scheduled collection days for

1 Garbage, Recyclables, and Compostables from each Multifamily Complex and Commercial Customer.  
2 Initial maps shall be provided to the City no later than ninety (90) days prior to the Date of  
3 Commencement of Service. The Contractor collection routes shall not cross municipal boundaries,  
4 provided that Contractor collection vehicles used within the City may be used elsewhere if they are  
5 emptied before and after such other use and the Contractor has obtained the City's prior approval in  
6 writing, except that prior approval shall not be required for spare vehicles used for both the City and  
7 other jurisdictions serviced by the Contractor, provided that same-day notification of the use is provided  
8 to the City via e-mail. The Contractor may use certain specialized vehicles in more than one jurisdiction  
9 (e.g. limited access vehicle for space-restricted route areas) for scheduled services upon written City  
10 approval. If a collection vehicle services any Customer outside the Service Area without prior written  
11 approval from the City, the Contractor shall be liable for performance fees as described in Section 5.1.

12  
13 The Contractor may change the day of Single-Family Residence collection by giving written notice to the  
14 City at least forty-five (45) days prior to the effective date of the proposed change and obtaining written  
15 approval from the City. If the City approves the proposed change, the Contractor shall provide affected  
16 Customers with at least fourteen (14) days written notice of pending changes for the collection day.  
17 Seven (7) days prior to the approved day change, the Contractor shall tag all affected Customers'  
18 Garbage Containers, as well as notify all affected Customers by e-mail and robo-call of the pending  
19 changes. Upon completing collections the week prior to the change, the Contractor shall update their  
20 website with a new collection area map that highlights affected areas. The Contractor shall collect  
21 double the normal Garbage amount for no additional fee for one week following implementation to  
22 ensure that missed Customers are not charged extra. The Contractor shall obtain prior written approval  
23 from the City of the notice to be given to Customers. The Contractor shall be responsible for the cost of  
24 designing, printing, and distributing the notice and any revised educational and customer service  
25 materials that inform these Customers of their collection day.

26  
27 The Contractor may change the day of Multifamily Complex or Commercial Customer collection by  
28 giving at least fourteen (14) days written notice of pending changes of collection day to the affected  
29 Customers. The Contractor shall obtain written approval from the City of the collection day change prior  
30 to notification of the Multifamily Complex customer or Commercial Customer, and shall obtain the prior  
31 written approval from the City of any notice to be given to Multifamily Complex or Commercial  
32 Customers. The Contractor shall be responsible for the cost of designing, printing, and distributing any  
33 notifications and any revised educational materials that inform these Customers of their collection day.

#### 35 **3.1.14 Vehicle and Equipment Type/Age/Condition/Use**

36  
37 The Contractor shall use model year 2017 or later compressed natural gas collection vehicles for services  
38 performed under this contract under the initial term of this Contract. In the event that the City  
39 exercises either or both of the City's two-year extension options, the collection vehicle age requirement  
40 shall shift from model year 2017 to the use of trucks no greater than ten years old. Back-up vehicles  
41 used fewer than thirty (30) operating days a calendar year shall not be subject to the age requirement  
42 that apply to regularly-used vehicles, but shall be presentable, in safe working order, and subject to all  
43 other conditions of this section. The accumulated annual use of individual back-up vehicles shall be  
44 reported in the Contractor's monthly report.

45  
46 Vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide  
47 service to all Customers, regardless of location. In some cases, this may mean that a small collection

1 vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make  
2 such vehicles available to ensure smooth and effective collection services throughout the Service Area.

3  
4 Vehicles to be used for Garbage collection shall have a switchable placard that clearly indicates that they  
5 are Garbage collection vehicles, vehicles to be used for Recyclables collection shall have a switchable  
6 placard that clearly indicates that they are Recyclables collection vehicles, and vehicles to be used for  
7 Compostables collection shall have a switchable placard that clearly indicates that they are  
8 Compostables collection vehicles. The colors, trim scheme, and design to be used by the Contractor on  
9 the switchable placards shall be subject to the prior written approval of the City. The use of  
10 unauthorized switchable placards or lack of switchable placards on collection vehicles shall be cause for  
11 performance fees as described in Section 5.1. Vehicles used in the performance of this Contract shall only  
12 be used for the collection of materials they are otherwise designated for.

13  
14 Vehicles shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least  
15 once each week. All collection equipment shall have appropriate safety markings, including all highway  
16 lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current  
17 statutes, rules and regulations. Equipment shall be maintained in good condition at all times. Vehicles  
18 shall be repainted upon showing rust on the body or chassis or at the request of the City. All parts and  
19 systems of the collection vehicles shall operate properly and be maintained in a condition compliant  
20 with all federal, state, and local safety requirements and be in a condition satisfactory to the City. All  
21 vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

22  
23 The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g.,  
24 Garbage or Compostables leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to  
25 Customer premises or streets. All collection and route supervisor vehicles used by the Contractor shall  
26 be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the  
27 vehicle. Any equipment not meeting these standards shall not be used within the Service Area until  
28 repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles or  
29 Containers prior to them being removed from service shall be cleaned up or removed within three (3)  
30 hours of being noticed by route staff, customers, or the City, and shall be remediated by the Contractor  
31 at its sole expense. Such clean-up or removal shall be documented with pictures, and notice of such  
32 clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the  
33 City-designated spill hotline of any spills that enter drainages. Failure by the Contractor to clean-up or  
34 remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance  
35 fees, as described in Section 5.1. The Contractor shall notify the City and Customer of any leakage from  
36 non-Contractor-owned Containers immediately so that those spills may be addressed in a timely  
37 manner.

38  
39 The Contractor shall maintain all vehicles used in the Service Area in a manner intended to achieve  
40 reduced emissions and particulates, noise levels, operating cost, and fuel use.

41  
42 No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, customer  
43 service telephone number, and website address, unless otherwise previously approved in writing by the  
44 City. Special promotional messages may be permitted by the City; provided they are either painted  
45 directly on vehicles or on special placards attached to vehicles. the City's approval shall be in writing  
46 and solely within the City's discretion. All collection vehicles shall be labeled with a sign on the rear, with  
47 lettering not less than four (4) inches high and clearly visible from a minimum of twenty (20) feet away,

1 stating "Driving or Spillage Complaints? Call Auburn Solid Waste @ 253-931-3038". The vehicle  
2 inventory number shall be displayed adjacent to this message. The City will provide the Contractor with  
3 policy timelines for reporting spills versus driving complaints to the City. Spills should be reported  
4 immediately to the City as directed by the City's reporting policies, which will be provided to the  
5 Contractor by the City.

6  
7 All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way  
8 communication equipment. The Contractor shall maintain a base station or have equipment capable of  
9 reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as  
10 route-recording cameras integrated with their on-board route management system.

11  
12 All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board  
13 computer and data tracking system to track route progress and log non-set-outs, extras, and other  
14 service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's  
15 drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to  
16 the Contractor's Customer service database no less than hourly to allow Customer service personnel to  
17 be fully apprised of route progress, and be able to address misses and other Customer inquiries in near  
18 real-time.

### 19 20 **3.1.15 Container Requirements and Ownership**

21  
22 Contractor Garbage fees included in Attachment B include all costs of the associated Garbage, Recycling,  
23 and Compostables Carts and Containers unless Container rental for a particular service is specifically  
24 listed in Attachment B, such as rent for Drop-box Containers.

25  
26 Single-Family Residence, Multifamily Complex, and Commercial Customers must use Contractor-  
27 provided Containers for their initial Container of Garbage collection service, with the exception of  
28 compacting Drop-box Containers, which may be Customer-owned or -leased from other parties. Plastic  
29 bags or Garbage Cans may be used for excess volumes of Garbage, but not as a Customer's primary  
30 container.

31  
32 In the event the Customer uses a Garbage Can for Extras, the Contractor shall handle the Customer-  
33 owned Garbage Container in such a way as to prevent undue damage. The Contractor shall be  
34 responsible for unnecessary or unreasonable damage to Customer-owned Containers.

35  
36 All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in,  
37 molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily  
38 determine the size capacity and material preparation requirements of the Container. Contractor-  
39 provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently  
40 labeled with the Contractor's logo or company name.

#### 41 42 **3.1.15.1 Garbage, Recyclables, and Compostables Carts**

43  
44 The Contractor shall provide 13-, 20-, 35-, 45-, 64-, and 96-gallon Garbage Carts for the respective level  
45 of Garbage collection, and 35-, 64-, and 96-gallon Recyclables and Compostables Carts for the respective  
46 level of Recyclables or Compostables collection. All Carts shall be manufactured from a minimum of  
47 fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. Carts

1 shall be provided to requesting Customers within seven (7) days of the Customer's initial request. All  
2 Carts must have materials preparation instructions and telephone and website contact information  
3 printed on a sticker on the lid.

4  
5 All Contractor-provided Carts shall be maintained by the Contractor in good condition for material  
6 storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement; and be  
7 equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent  
8 unwanted movement. The Carts shall contain instructions for proper use, including any Customer  
9 actions that would void manufacture warranties (such as placement of hot ashes in the container  
10 causing the container to melt), and procedures to follow to minimize potential fire problems.

11  
12 Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair  
13 needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables) and  
14 forward written or electronic repair notices that same day to the Contractor's service personnel. Cart  
15 repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged  
16 or missing on account of an accident, collection truck mechanical error, act of nature or the elements,  
17 fire, or theft or vandalism by a third party shall be replaced not later than three (3) business days after  
18 notice from the Customer or the City. Replacement Carts may be used and reconditioned, but shall be  
19 presentable and cleaned before delivered to the Customer. Unusable carts shall be cleaned (if  
20 necessary) and recycled to the extent possible.

21  
22 In the event that a particular Customer repeatedly damages a Cart or requests more than one  
23 replacement Cart during the term of the Contract due to negligence or intentional misuse, the  
24 Contractor shall forward in writing the Customer's name and address to the City. The City shall then  
25 attempt to resolve the problem. In the event that the problem continues, the Contractor may  
26 discontinue service to that Customer, provided the City provides previous written approval.

27  
28 If a Customer's Cart falls into a collection vehicle during collection, the Contractor shall notify the  
29 Customer via door-hanger that their Cart was inadvertently collected and will be replaced within one  
30 business day.

### 31 32 **3.1.15.2 Detachable Containers and Drop-box Containers**

33  
34 The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Detachable Containers,  
35 and 10-, 20-, 30-, and 40-cubic yard un-compacted Drop-box Containers to any Customer who requires  
36 their use for storage and collection of Garbage or Recyclables within three (3) days of the Customer's  
37 request. Containers shall be located on the premises in compliance with any related ordinance, and a  
38 manner satisfactory to the Customer and for collection by the Contractor.

39  
40 The Contractor shall charge rent for temporary and permanent Drop-box Container service in  
41 accordance with city directed rates. The Contractor may not charge Customers any fees, charges, rates,  
42 or any expenses in connection with Drop-box Container service other than those rental rates directed by  
43 the City.

44  
45 Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have  
46 four (4) wheels for Containers four-cubic yards and under; be in good condition for Garbage or  
47 Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or

1 holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-  
2 fitting screened or solid cover operated by a winch in good repair.

3  
4 The Contractor shall contact the City's Fire Marshal and obtain a determination concerning the  
5 conditions under which plastic Detachable Containers may be used. The Contractor may use plastic  
6 Detachable Containers at all locations where allowed by the City's Fire Marshal to minimize noise  
7 impacts. Each plastic Detachable Container shall be marked with an additional sticker warning  
8 Customers and the Contractor's staff where the Container may not be placed as determined by the  
9 City's Fire Marshal.

10  
11 Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's  
12 expense before being supplied to a Customer who had not used it earlier. The Contractor shall provide  
13 an On-call Container cleaning service to Customers. The costs of On-call cleaning shall be billed to the  
14 Customer as directed by the City.

15  
16 All Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor  
17 shall repair or replace within twenty-four (24) hours any Container that was supplied by or taken over by  
18 the Contractor and was in use if the City Code Compliance Inspector, King County Health Department  
19 inspector, or other agent having safety or health jurisdiction determines that the Container fails to  
20 comply with reasonable standards or constitutes a health or safety hazard. The Contractor shall place  
21 Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least  
22 slope and best vehicle access possible. For Customers that must stage their Detachable Containers on  
23 Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with  
24 the Customer to ensure that Detachable Containers are not left unattended in potentially problematic  
25 staging areas and are sufficiently restrained such that the Container may not roll and cause harm to  
26 persons or property. The Contractor may require a Customer to attend to the Containers immediately  
27 prior to and after collection. Any disputes arising between the Contractor and a Customer as to what  
28 constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to the City, and  
29 the City's decision shall be final. Containers shall be replaced after emptying in the same location as  
30 found, with the lid closed.

31  
32 Except as set forth in the second paragraph of Section 3.1.15, Customers may elect to own or secure  
33 Containers from other sources, and shall not be subject to discrimination by the Contractor in collection  
34 services on that account, provided that such Containers (including Carts) are compatible with the  
35 Contractor's collection equipment. However, Containers owned or secured by Customers must be  
36 properly labeled with Contractor-provided stickers to be eligible for collection. The Contractor is not  
37 required to service Customer Containers that are not compatible with the Contractor's equipment.

### 38 39 **3.1.15.3 Ownership**

40  
41 To the extent requested by Contractor, the City will assign its ownership rights and interest in the  
42 previous contractor's in-place Container inventory to the Contractor and will cooperate with the  
43 Contractor to document such assignment and Contractor's exercise of such rights. For the purposes of  
44 this Contract, these in-place Carts distributed by the previous contractor shall be maintained to Contract  
45 standards, with the exception that Carts placed in service by the previous contractors shall be  
46 considered Contract compliant, even if they are a different color than required by the City for new  
47 Containers.

At the end of the Contract term or in the event the Contract is terminated for any reason, all Containers used by the Contractor to provide Contract collection services, shall, at the option of the City, revert to city ownership without further compensation to the Contractor. Compactor Drop-boxes and Drop-boxes and Detachable Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

Upon written notice to the Contractor, the City may elect to assign this potential ownership of said Containers to a third-party. Any remaining warranties associated with the Containers described herein shall be transferred to the City or the City's assignee.

The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or any warranty of merchantability. The City assumes all risks of loss or liability on account of the City's exercising of its rights under this Section 3.1.15.3 or any use made of any such Containers after they become the property of the City or assignee of the City.

#### **3.1.15.4 Container Colors and Labeling**

Contractor-provided Containers used for the collection of Recyclables shall be blue, Containers used for the collection of Compostables shall be green, and. Containers used for the collection of Garbage shall be grey. Specific Container colors shall be approved in writing by the City prior to the Contractor's order of new Containers.

All Containers shall be labeled with instructional information and contact information that include both a customer service phone number and website address. All labels shall be approved by the City prior to ordering by the Contractor. Location of the label on Containers shall be subject to the City's prior approval. Labels shall be redone when faded, damaged, or upon City or Customer request. If any changes are made to the Garbage, Recycling, or Compostables collection program, the Contractor at their sole expense shall reproduce and reaffix labels on all Containers.

All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables collection shall have materials preparation instructions and telephone/contact information, including both a customer service phone number and a website address, printed on a sticker, and subject to the prior written approval of the City. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker affixed that states: "Leaky dumpster? Damaged Lid?" and provides a phone number to call for repair or replacement. Information shall be printed in a size that is easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by the City prior to ordering by the Contractor. Location of the label on the Containers shall be subject to the City's prior written approval.

Containers used for the collection of Recyclables from Multifamily Complex and Commercial Customers shall be relabeled by the Contractor once every two (2) years or upon City or Customer request for any individual Container. The City may waive the two-year mandatory relabeling requirement, at its sole option, for Containers with particularly long-lasting stickers.

### 3.1.15.5 Container Weights

The Contractor may charge an overweight fee for Garbage Carts exceeding two (2) pounds per gallon of Container capacity and Garbage Cans exceeding fifty-five (55) pounds. The Contractor shall not be required to collect Extra Units in bundles or bags exceeding (55) pounds. In the event that a Container or Extra Unit is not eligible for collection, the Contractor may refuse collection and tag the Container with an explanation and the actual weight of the overweight Container, as measured with a portable scale.

If a Recycling or Compostables Cart exceeds the limits specified for Garbage Carts, the Contractor shall collect the Cart if it can safely do so, and provide notification to the Customer via written tag or phone call that they must reduce the Cart weight to continue to receive collection. The Contractor shall not be required to collect subsequent overweight Carts provided that an actual Cart weight is measured and provided in writing to the Customer and the City. Overweight fees shall not apply to Recycling or Compostables Carts.

No specific weight restrictions are provided for Detachable Containers; however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity of the collection vehicle. The combined weight of Drop-Box and contents must not cause the collection vehicle to exceed legal road weight limits.

### 3.1.15.6 Container Removal Upon City's or Customer Request

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) days of the cancellation or upon three (3) days of specific Customer, property manager, property owner, or the City's request. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled, Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector.

### 3.1.16 Inventory of Vehicles and Facilities

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the monthly report provided for in Section 3.3.4.1. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory.

### 3.1.17 Spillage

1 All loads collected by the Contractor shall be completely contained in collection vehicles at all times,  
2 except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared  
3 frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

4  
5 Any leakage or spillage of materials that occurs during collection shall be immediately cleaned up or  
6 removed by the Contractor at its sole expense. The Contractor shall document the leakage or spillage,  
7 including taking pictures before and after clean-up or removal, and shall provide this documentation to  
8 the City. Leakage or spillage not immediately cleaned up or removed by the Contractor shall be cause for  
9 performance fees, as described in Section 5.1. Should a leakage or spillage occur during collection,  
10 Contractor shall notify the City immediately and, likewise, expressly acknowledges it is solely responsible  
11 for any local, state, or federal violations, which may result from said leakage or spillage.

12  
13 Any leakage or spillage of materials that occurs during collection that is reported by Customers or the  
14 City shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor  
15 shall document the reported leak or spillage, who reported the incident, and measures made to correct  
16 the incident and report this information via e-mail to the Contract administrator within four (4) hours.  
17 Failure of the Contractor to comply shall be cause for performance fees, as described in Section 5.1.

18  
19 Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the  
20 Contractor within twenty-four (24) hours of notification from the City. Failure of the Contractor to  
21 comply shall be cause for performance fees, as described in Section 5.1.

### 22 23 **3.1.18 Pilot Programs**

24  
25 The City may wish to test and/or implement one or more new services or developments in waste stream  
26 segregation, materials processing, or collection technology at some point during the term of this  
27 Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its  
28 intention to implement a pilot program or of its intentions to utilize a new technology system on a city-  
29 wide basis, or as negotiated between the City and Contractor. The costs (or savings) accrued by city-  
30 initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a  
31 success, and desires to incorporate the service or development represented in the pilot program in the  
32 terms of this Contract, the Contractor agrees to negotiate in good faith and in accordance with Section  
33 7.14 to include the provisions of the pilot program into this Contract, including any costs or savings to be  
34 accrued.

35  
36 Contractor-initiated pilot programs shall require prior written notification to and written approval by  
37 The City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the  
38 Contractor's Customers; however, savings accrued may be subject to negotiations prior to  
39 implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported  
40 to the City in the monthly reports described in Section 3.3.4.1. The Contractor shall not be required to  
41 test or implement any pilot program, new technology, service or development unless the terms and  
42 conditions thereof (including any savings or additional compensation to Contractor) have been mutually  
43 agreed in writing by the City and Contractor.

1  
2 **3.1.19 Disruption Due to Construction**  
3

4 The City reserves the right to construct any improvement or to permit any such construction in any  
5 street or alley in such manner as the City may direct, which may have the effect for a time of preventing  
6 the Contractor from traveling the accustomed route or routes for collection. However, the Contractor  
7 shall, by the most expedient manner, continue to collect Garbage, Recyclables, and Compostables to the  
8 same extent as though no interference existed upon the streets or alleys normally traversed. This shall  
9 be done at no extra expense to the City or the Contractor's Customers.

10  
11 **3.1.20 Contractor Planning and Performance Under Labor Disruption**  
12

13 No later than ninety (90) days prior to the expiration of any labor agreement associated with services  
14 performed under this Contract, the Contractor shall provide the City with its planned response to labor  
15 actions that could compromise the Contractor's performance under this Contract. The Contractor-  
16 prepared Strike Contingency Plan shall address in detail:  
17

- 18 1. The Contractor's specific staffing plan to cover Contract services, including identification of staff  
19 resources moved from out-of-area operations and the use of local management staff to provide  
20 basic services. The staffing plan shall be sufficient to provide recovery of full operations within  
21 one week following the initiation of the disruption.
- 22 2. Contingency training plans to ensure that replacement and management staff operating routes  
23 are able to continue to collect route data and follow collection and material delivery procedures  
24 for all material streams collected from Customers.
- 25 3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material  
26 streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the  
27 Contractor shall list the property owner/lessee's contact information and the date on which  
28 permission for temporary use was received. The City shall review these locations, after which  
29 the City shall approve or deny in writing use of specific locations.
- 30 4. A recovery plan to address how materials will be collected in the event of a short-notice  
31 disruption that does not allow the Contractor to collect all materials on their regular schedule  
32 (e.g. a wildcat strike) within one week following the initiation of the disruption.  
33

34 The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis,  
35 specifically during the period surrounding the end of employee contracts with Contractor employees. In  
36 the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall  
37 inform the City within four (4) hours by phone and e-mail of the nature and scope of the disruption, as  
38 well as the Contractor's immediate plans to activate any or its entire Strike Contingency Plan. At the  
39 close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the  
40 areas (per a detailed map) and customer counts of served and un-served customers by material stream  
41 and service sector.  
42

43 The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and  
44 Recyclables collection Customers missed during the preceding week.

45  
46 In the event that a disruption lasts more than one full Single-family Residential collection cycle, the  
47 Contractor with approval of the City shall provide Drop-box Containers or staffed packer trucks for

1 Customer use for each affected material stream in approved locations throughout the affected route  
2 areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge  
3 on the next regular collection cycle for each material.

4  
5 The Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate  
6 minus the disposal component on the Customer's next regular invoice.

7  
8 The City and Contractor agree that the following special compensation and performance fees reflect the  
9 best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall  
10 pay the City monthly by the tenth day of the following month:

- 11  
12 1. A cost reimbursement amount of five thousand dollars (\$5,000.) for each day of Labor  
13 Disruption to reimburse staffing and other costs for managing the impacts of the Labor  
14 Disruption;
- 15 2. A performance fee of ten thousand dollars (\$10,000.) a day for each day of Labor Disruption  
16 from the 1<sup>st</sup> day to the 7<sup>th</sup> day of the Labor Disruption;
- 17 3. A performance fee of twenty thousand dollars (\$20,000.) a day for each day of Labor Disruption  
18 from the 8<sup>th</sup> day to 14<sup>th</sup> day of the Labor Disruption; and
- 19 4. A performance fee of forty thousand dollars (\$40,000.) a day for each day of Labor Disruption  
20 for every day beyond the 14<sup>th</sup> day of Labor Disruption.

21  
22 The performance fees listed as 3 through 4, above, are intended to apply to any complete work  
23 stoppage where alternative but substantially equivalent service by non-striking employees is not  
24 provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the  
25 Contractor through the employment of non-striking employees at any point during the course of the  
26 labor disruption, the Contractor ~~is entitled to may proportionately reduce the performance fees paid to~~  
27 ~~the City based on the percentage of Contract services fully provided to Customers on that day,~~ subject  
28 to ~~the City's approval confirmation of the Contractor's calculations of the percentage of service~~  
29 ~~provided, reduce the amount of the performance fees that otherwise would be due on a pro-rata basis,~~  
30 ~~based on the percentage of Contract service provided to Customer provided on that day.~~ Given the  
31 nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period  
32 opportunity or rectification process; provided, however, that the City may elect to receive the  
33 equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

34  
35 The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section  
36 shall be subject to a special fee of twenty thousand dollars (\$20,000) per day for its non-compliance  
37 during the Labor Disruption event. This special fee is separate compensation to the City for the  
38 Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the  
39 City within thirty (30) days of the Contractor's receipt of the City's invoice.

40  
41 Any Strike Contingency Plan or other information communicated by the Contractor to the City pursuant  
42 to this section shall be maintained in confidence by the City to the maximum permissible extent under  
43 applicable law.

44  
45 Fees paid by the Contractor under the terms of this Section 3.1.20 are not regular performance fees for  
46 the purposes of Section 5 and shall not be counted in the cumulative performance fee default threshold  
47 referenced in Section 5.2 (6).

1  
2 **3.1.21 Site Planning and Building Design Review**  
3

4 The Contractor shall, upon request and without additional cost, make available site planning assistance  
5 to either the City and/or property owners. The site planning assistance shall be available for all new  
6 construction or remodeling of buildings and structures within the Service Area, and shall address the  
7 design and planning of Garbage, Recyclables and Compostables removal areas and their location upon  
8 the site of the proposed construction or remodeling project. Contractor planning assistance for  
9 optimizing loading docks and other areas shall also be available for existing building managers when  
10 realigning Garbage, Recyclables and Compostables services.  
11

12 **3.1.22 Safeguarding Public and Private Facilities**  
13

14 The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities  
15 whether located on public or private property, including street curbs. If such improvements, facilities,  
16 utilities, streets, or curbs are damaged by reason of the Contractor's operations, the Contractor shall  
17 notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same  
18 or pay the City for repairs. Repair or replacement shall be subject to the City's approval, which shall not  
19 be unreasonably withheld. If the damage creates an immediate public safety issue that requires an  
20 immediate response, the Contractor shall, along with notifying the City immediately in writing, call the  
21 City to inform them of such matter. If the Contractor fails to do so promptly, as determined by the City,  
22 the City shall cause repairs or replacement to be made, and the cost, including overhead and  
23 administrative costs, of doing so shall be paid by the Contractor or deducted from amounts owed the  
24 Contractor under the Contract. The City shall not be liable for any damage to property or person caused  
25 by the actions of the Contractor, and the Contractor shall indemnify and hold the City harmless for any  
26 such damage or legal implications from said actions, including attorney fees.  
27

28 **3.1.23 Transition and Implementation of Contract**  
29

30 The Contractor shall develop, with the City's input and prior written approval, and submit to the City no  
31 later than thirty (30) days after the Date of Execution of this Contract, a Transition and Implementation  
32 Plan for introducing the new and revised services to the different Customer sectors (i.e., Single-family,  
33 Multifamily Complex, and Commercial Customers), and detailing a specific timeline as to when different  
34 activities and events will occur, including details of Container delivery, how different events impact  
35 other events in the timeline and the process to be used to ensure that implementation occurs with no  
36 disruption. The Transition and Implementation Plan shall cover the entire period following the Date of  
37 Execution of this Contract, up through and including the six (6) month period following the Date of  
38 Commencement of Service. The Contractor shall separately describe in detail what is involved with each  
39 of the activities and events listed in the timeline. The Transition and Implementation Plan shall  
40 specifically address how the Contractor intends to proceed in the event of inclement weather and what  
41 contingency plans will be in place to accelerate implementation if Container delivery or other planned  
42 activities are impacted by inclement weather.  
43

44 The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep,  
45 delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs  
46 associated with the website ordering services, and of all new and continuing service and educational

materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's prior review and written approval and the City's final approval as to method of delivery. The City will be provided a minimum of two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for the City prior review and written approval.

#### **3.1.24 Hiring Preference**

For initial hiring under this Contract, the Contractor and subcontractors shall actively recruit and give hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced City of the City routes for the previous hauler at the time that the previous collections contract(s) expired and have been displaced as a result of the City awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment.

Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the Contractor shall be required to keep the displaced worker whole in regard to the workers pay and benefit accruals earned as of the date of displacement. To the extent application of the Contractor's collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until such time as the applicable bargaining agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any required COBRA payment made in order to retain health care coverage during the time period between displacement and when the worker would become eligible for such benefits under the Contractor's bargaining agreement.

#### **3.1.25 Performance Review**

The City may, at its option, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited, to a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer service standards. The Contractor agrees to fully cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

The results of the performance review shall be presented to the Contractor within thirty (30) days of completion. Should the City determine that the Contractor fails to meet the Contract performance requirements and standards, the City shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the Contractor additional time to comply, accept other remedies for the service failure or proceed with the contract default process pursuant to Section 5.2 of this Contract, at the City's sole option.

The costs of the development and implementation of any action plan required under this Section 3.1.25 or Section 5.1 shall be paid for solely by the Contractor, and the costs of developing or implementing

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1 such action plan may not be passed on to Customers or the City, or included in rates or fees charged  
2 Customers.

3  
4 The City may, at its option, design and implement an alternative annual Contract compliance monitoring  
5 program with or without Contractor performance incentives. If such a program is desired by the City,  
6 the City and Contractor agree to negotiate in good faith the monitoring methodologies used to ensure  
7 accurate and unbiased sampling of performance data. The City shall bear the costs of staff, City-  
8 retained consultants and performance incentives (if used) and the Contractor shall bear the costs of  
9 staff and route costs to perform the monitoring.

### 10 **3.1.26 Continual Monitoring and Evaluation of Operations**

11  
12  
13 The Contractor's supervisory and management staff shall be available to meet with the City at either the  
14 Contractor's office or the City City Hall, at the City's option, on a weekly basis during the first six months  
15 of the contract and monthly throughout the term of the Contract to discuss operational and Contract  
16 issues.

17  
18 The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the  
19 provisions of this Contract is maintained.

20  
21 The City may periodically monitor collection system parameters such as participation, Container  
22 condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with  
23 the City by coordinating the Contractor's operations with The City's periodic monitoring to minimize  
24 inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access  
25 to equipment, processing facilities, route and Customer service data, safety records, and other  
26 applicable information. The City's review of Contractor activities and records shall occur during normal  
27 office hours and shall be supervised by the Contractor's staff.

### 28 **3.1.27 Collection/Disposal Restrictions**

29  
30  
31 All Garbage collected under this Contract, as well as residues from processing Recyclables and  
32 Compostables, shall be delivered to the King County Disposal System, unless otherwise directed in  
33 writing by the City.

34  
35 Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers  
36 and instead prominently tagged with a written notice informing the Customer that King County does not  
37 accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional  
38 collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided  
39 in Section 5.1. The City shall not be liable or legally responsible in any way for the Contractor's  
40 awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor  
41 shall indemnify and hold the City harmless for any such damage or legal implications resulting from said  
42 collection.

43  
44 The Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous  
45 Waste or other hazardous materials that are either restricted from disposal or would pose a danger to  
46 collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with

the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Hazardous Waste, or for other materials or substances that are either restricted from disposal or would pose a danger to collection crews (including but not limited to any household Hazardous Waste and small quantity generator Hazardous Waste, special waste, and radioactive material) or the environment and that are included with any materials collected under this Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such materials shall not pass to Contractor, but shall remain with the party from whom such Hazardous Waste or any such other materials or substances is received.

Garbage collected by the Contractor may be processed to recover recyclable material, provided that the residual is disposed in accordance with the City's Interlocal Agreement with King County as it currently exists as of the Date of Execution of this Contract or as thereafter amended, or as otherwise directed by the City in writing, and the Contractor receives prior written approval from the City of the Contractor's procedures and policies for diverting Garbage for processing. In the event the Contractor elects to haul Garbage to a private processing facility, the Contractor shall charge the Customer no more than the equivalent Garbage disposal fee at a King County Disposal System transfer station, or such other disposal fee as the City reasonably directs the Contractor to use in writing, and shall charge hauling fees no higher than provided for in Attachment B. In the event that the City elects to pay King County directly for disposal pursuant to Section 3.1.28, the City may, at its option, discontinue allowing the Contractor to divert materials for processing.

### **3.1.28 Direct Disposal Payment**

Upon 180 days written notice, the City may elect to pay disposal fees directly to King County. If the City elects to pay disposal fees directly, the Contractor shall:

- Ensure that Garbage routes serving City Customers handle only City Garbage and not Garbage from Customers in other jurisdictions;
- Properly train and supervise its collection crews to properly use City disposal cards at County facilities, and to reconcile loads delivered by Contractor's crews with the disposal invoice provided by King County
- Track and report disposal quantities by route and average Container weights by Container size each month;
- ~~Formalize a separate billing agent addendum to this Contract which details the financial and legal relationship between the Contractor (billing agent) and the City (client), including how receivables are handled and how the City handles disbursement to the Contractor and the County;~~ and;
- Reduce its overall compensation for each service level by 110% of the amount of the disposal fee component plus the then-current business and occupation tax, based on the unit weights listed in the then-current Attachment B of this Contract.

If the City elects to pay disposal directly, the City shall release and indemnify the Contractor from financial and legal responsibility for disposal payments for City Garbage, provided that the Garbage has been collected only from applicable City Customers in accordance with this Contract.

1 Independent of the City's decision on disposal cost payment, the Contractor shall participate upon  
2 request in a City-funded and managed Container weight study to be conducted no more than once every  
3 three years of the Contract.

#### 4 5 **3.1.29 Emergency Response**

6  
7 The Contractor shall provide the City with the use of the Contractor's labor and equipment for  
8 assistance in the event of a disaster or emergency declaration. Contractor services shall be provided  
9 immediately upon city directions and paid at the Contract rates in Attachment B.

10  
11 The Contractor shall keep full and complete records and documentation of all costs incurred in  
12 connection with disaster or emergency response, and include such information in the monthly and  
13 annual reports required under Section 3.3.4. The Contractor shall maintain such records and  
14 documentation in accordance with the City's prior written approval and any standards established by  
15 the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing  
16 any reports or applications necessary to seek federal assistance during or after a federally-declared  
17 disaster.

### 18 19 **3.2 Collection Services**

#### 20 21 **3.2.1 Single-Family Residence Garbage Collection**

##### 22 23 **3.2.1.1 Subject Materials**

24  
25 The Contractor shall collect all Garbage placed at Curbside for disposal by Single-Family Residence  
26 Customers in, and adjacent to Garbage Cans, bags, and Garbage Carts. The Contractor shall offer carry-  
27 out service to Disabled Customers at no charge (per Section 3.1.6).

##### 28 29 **3.2.1.2 Containers**

30  
31 The Contractor shall provide collection Containers to Customers at no charge. Garbage Carts shall be  
32 delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the  
33 Customer's initial request.

##### 34 35 **3.2.1.3 Specific Collection Requirements**

36  
37 The Contractor shall offer regular weekly collection of the following service levels:

- 38 1. one 13-gallon Garbage Cart;
- 39 2. one 20-gallon Garbage Cart;
- 40 3. one 35-gallon Garbage Cart;
- 41 4. one 45-gallon Garbage Cart;
- 42 5. one 64-gallon Garbage Cart; and
- 43 6. one 96-gallon Garbage Cart.

44  
45  
46 Garbage in excess of Container capacity or the subscribed service level shall be collected and properly  
47 charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise

1 authorized under this Contract at no charge to the Customer. Extra charges may be assessed for  
2 materials loaded so as to lift the Garbage Can, or Garbage Cart lid in excess of six (6) inches from the  
3 normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate,  
4 provided that the Container weight is documented in writing, and the Customer agrees to pay for special  
5 handling. Otherwise, an overweight Container shall be left at the Curb and tagged with written  
6 notification as to why it was not collected. The Contractor shall maintain route lists in sufficient detail to  
7 allow accurate recording and charging of all Extra Units. All Extra Units from Customers shall be  
8 documented with a date-stamped photograph.

10 Collections shall be made from Single-Family Residences on a regular schedule on the same day and as  
11 close to a consistent time as possible. The Contractor's crews shall make collections in an orderly and  
12 quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to  
13 their original set out location.

15 The Contractor shall provide a voucher- or on-call-based annual bulky waste collection program for  
16 Single-Family residents at no additional charge to users. If a voucher-based program is used, the  
17 Contractor shall provide the City with vouchers to be mailed to Customers at the beginning of each year  
18 of the contract. The Customer would then use their voucher during the year at their convenience.  
19 Alternatively, the Contractor may offer electronic sign-ups where the Customer calls, texts or e-mails to  
20 request the collection at least one day prior to their collection day and the Contractor shall provide the  
21 collection and track in its customer service database that the service had been used by the Customer for  
22 that year. The service shall accept up to three (3) bulky items, including but not limited to large  
23 household appliances, furniture, barbecues, power yard equipment, and exercise equipment.. In no  
24 case shall the program be extended to bagged Garbage that would otherwise be charged as regular  
25 Extra Units.

### 3.2.2 Single-Family Residence Recyclables Collection

#### 3.2.2.1 Recyclable Materials

31 Residential Recyclables shall be collected from all participating Single-Family Residences Customers as  
32 part of basic Garbage collection services, without extra charge. If operational or recycling processing  
33 improvements are made that allow additional materials to be recycled at no additional cost to the  
34 Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such  
35 materials, subject to prior written approval by the City. The Contractor shall collect Curbside prepared  
36 and either called-in or set-out Recyclables as described in Attachment C. With the exception of  
37 Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two (2) feet by two (2)  
38 feet.

40 The City reserves the right to engage in product stewardship and/or waste prevention activities that  
41 may result in one or more materials being removed from the Attachment C list.

#### 3.2.2.2 Containers

45 The Contractor shall provide collection Containers to Customers at no charge. The default Recycling Cart  
46 size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Recycling

1 Carts on request to those Single-Family Residence Customers requiring less capacity than provided by  
2 the standard 96-gallon Recycling Cart.

3  
4 Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those  
5 Customers requesting replacements, or Customers that had previously rejected their Recycling Cart,  
6 within seven (7) days of the Customer's initial request.  
7

### 8 **3.2.2.3 Specific Collection Requirements**

9

10 Single-Family Residence Recyclables collection shall occur every-other-week on the same day as each  
11 household's Garbage and Compostables collection. Collections shall be made from Residences on a  
12 regular schedule on the same day and as close to a consistent time as possible. The Contractor shall  
13 collect on Public Streets and Private Roads in the same location as Garbage collection service is  
14 provided. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner,  
15 and shall return Containers with their lids closed and attached to their set out location, and out of any  
16 Public Street, in an orderly manner.  
17

18 The Contractor shall collect all properly prepared Single-Family Residence Recyclables from subscribing  
19 Single-Family Residence Customers for Garbage service. No limits shall be placed on set-out volumes for  
20 Curbside Recyclables, other than those specifically listed in Attachment C.  
21

22 The Contractor shall collect properly packaged used motor oil from Single-Family Residence Customers.  
23 The Contractor may refuse to collect used motor oil from any Customer for any one of the following  
24 reasons: 1) the oil was not packaged in a leak proof, plastic jug or bottle, securely sealed with a screw-  
25 cap; 2) the packaged oil contained substances other than used motor oil; 3) the packaged oil leaks in any  
26 way; 4) the Container is not properly labeled with the Customer's name and address; or 5) there is  
27 spillage at the Customer location which is not caused by the Contractor's employees. Should the  
28 Contractor reject used motor oil for any of the these reasons, a tag outlining the reason for rejection  
29 shall be left with the oil.  
30

31 The Contractor shall also provide a recycling drop-off site within the City Service Area for Customers to  
32 drop off Recyclables. The drop-off site location and hours shall be approved in advance by the City.  
33

### 34 **3.2.3 Single-Family Residence Compostables Collection**

35

#### 36 **3.2.3.1 Subject Materials**

37

38 Subscription-based Compostables collection service shall be offered to all Single-family Garbage  
39 Customers at an additional charge. Contaminated or oversized Compostables material rejected by the  
40 Contractor at the Curb shall be tagged in a prominent location with an appropriate written problem  
41 notice explaining why the material was rejected.  
42

#### 43 **3.2.3.2 Containers**

44

45 The Contractor shall provide a Compostables Cart to subscribing Customers at no additional rental  
46 charge as part of the basic subscription Compostables service. The default Compostables Cart size shall  
47 be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Compostables Carts

1 on request to those Single-Family Residence Customers requiring less capacity than provided by the  
2 default Compostables Cart.

3  
4 Excess Yard Debris material that does not fit in a Compostables Cart shall be bundled or placed in Kraft  
5 paper bags, reusable plastic bags, or properly labeled Customer-owned Garbage Cans. Customers  
6 choosing to use their own Garbage Can for excess Yard Debris shall be provided durable stickers by the  
7 Contractor that clearly identify the container's contents as "Yard Debris."

8  
9 Compostables Carts shall be delivered by the Contractor to new Single-Family subscribers, Customers  
10 requesting a replacement Compostables Cart, and Customers that had previously rejected their  
11 Compostables Cart within seven (7) days of the Customer's initial request.

12  
13 The Contractor shall provide and distribute to all requesting Single-Family Residence Customers a  
14 kitchen Food Scrap collection container, previously approved by the City in writing, with a capacity of  
15 approximately 9.6 quarts. The Contractor shall include instructional materials, subject to the City's prior  
16 written approval, with all kitchen Food Scrap collection containers. Distributed Food Scrap collection  
17 containers shall include at least two biodegradable liners, provided at the Contractor's cost. The  
18 Contractor's responsibility for procuring the kitchen Food Scrap containers will be limited to the first five  
19 thousand (5,000) kitchen Food Scrap containers provided during the life of this Contract. If additional  
20 Food Scrap containers are required, the City shall fund or provide the additional containers, at the  
21 option of the City.

22  
23 The Contractor shall provide an on-call fee-based Compostables Container cleaning service to Customers  
24 at the rate specified by the City.

25  
26 The Contractor shall maintain and have available for Single-Family Residence Customers a list of local  
27 retail stores that carry acceptable biodegradable plastic or other material bags for Customers to use for  
28 the accumulation of Food Scraps to be placed in the Compostables Carts. The list of local retail stores  
29 shall be provided on the Contractor's website and available to Customers by mail.

### 30 31 **3.2.3.3 Specific Collection Requirements**

32  
33 Properly prepared Compostables shall be collected weekly on the same day as each household's  
34 Garbage and Recyclables collection from all Single-Family Residence Customers. Collections shall be  
35 made from Single-Family Residence Customers on a regular schedule on the same day and as close to a  
36 consistent time as possible. Compostables in excess of 96 gallons may be charged as Compostables Extra  
37 Units in 32 gallon increments in accordance with Attachment B.

38  
39 The Contractor shall provide annual holiday tree collection during the first week of each year at no  
40 additional charge for both Single-family and Multifamily Customers, including those Single-Family and  
41 Multifamily Customers that do not subscribe to Compostables collection. Clean uncontaminated (e.g.  
42 no tinsel) trees up to six feet in length shall be collected without further preparation. The collection may  
43 occur on regular Compostables collection routes to the extent that the collection vehicles can handle six  
44 foot lengths of material. In the case of Multifamily Customers, collection will occur on the customer's  
45 garbage collection day during the first week of the year.

1 Additionally, for the two collection cycles immediately following a City-designated storm event, up to 96  
2 additional gallons of storm debris shall be accepted from all Single-Family Garbage Customers (including  
3 those who do not subscribe to Compostables collection) without extra charge  
4

5 Compostables may be placed in Carts, paper bags, bundles, or relabeled Garbage Cans next to the initial  
6 Compostables Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris  
7 shall be placed in bags, bundles, or open cans.  
8

9 The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage  
10 collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and  
11 shall return Containers in an upright position, with lids attached, to their set out location and out of the  
12 public street  
13

#### 14 **3.2.4 Multifamily Complex and Commercial Customer Garbage Collection**

##### 15 **3.2.4.1 Subject Materials**

16 The Contractor shall collect all Garbage set out for disposal by Multifamily Complex and Commercial  
17 Customers in or next to Containers.  
18  
19  
20

##### 21 **3.2.4.2 Containers**

22 Multifamily Complex and Commercial Customers shall be offered a full range of Container and service  
23 options, including Garbage Carts and one (1) through eight (8) cubic yard compacted and non-  
24 compacted Detachable Containers. Containers shall be provided to Customers at no charge, except for  
25 compacting Containers or unless otherwise set forth in this Contract and directed by the City.  
26  
27

28 Materials in excess of Container capacity or the subscribed service level shall be collected and properly  
29 charged as Extra Units as directed by the City. The Contractor shall develop and maintain route lists in  
30 sufficient detail to allow accurate recording and charging of all Extra Units.  
31

32 The Contractor may use either or both front-load or rear-load Detachable Containers to service  
33 Multifamily Complex and Commercial Customers. However, not all collection sites within the City  
34 Service Area may be appropriate for front-load collection due to limited maneuverability or overhead  
35 obstructions. The Contractor shall provide Containers and collection services capable of servicing all  
36 Customer sites, whether or not front-load collection is feasible.  
37

38 Containers shall be delivered by the Contractor to requesting Multifamily Complex and Commercial  
39 Customers within three (3) days of the Customer's initial request.  
40

##### 41 **3.2.4.3 Specific Collection Requirements**

42 Collections from both Multifamily Complex and Commercial Customers shall be made on a regular  
43 schedule on the same day and as close to a consistent time as possible to minimize Customer confusion.  
44  
45

46 The Contractor shall provide locks for Containers upon request, remove and replace Containers from  
47 enclosures and position (roll-out) Containers up to ten (10) feet for Garbage (and Recycling and

Compostable) collection at no additional charge. Additional Roll-out charges may be assessed in twenty-five (25) foot increments only to those Multifamily Complex and Commercial Customers for whom the Contractor must move a Container over ten (10) feet to reach the collection vehicle at its nearest point of access. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six (6) inches from the normally closed position. [Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Attachment B.](#)

Multifamily Complex and Commercial Garbage may request extra collections and shall pay [for such extra collections an additional amount](#) a proportionate with ~~amount of~~ their regular monthly rate for ~~that service as directed by The City~~ the extra collection service provided by the Contractor.

### **3.2.5 Multifamily Complex and Commercial Recyclables Collection**

#### **3.2.5.1 Subject Materials**

All properly prepared Recyclables listed in Attachment C for Multifamily and Commercial Customers, shall be collected as part of the basic Garbage collection services, without extra charge and without limit. The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Recyclables listed in Attachment C.

#### **3.2.5.2 Containers**

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily Complex and Commercial Customers requesting Containers.

The Contractor shall encourage and promote recycling and recommend appropriate Container sizes through its site visit and evaluation process. The Contractor shall encourage the use of Detachable Containers or Drop-box Containers instead of multiple Carts at locations where more than one cubic yard of Recycling capacity is provided, unless space or other constraints favor the use of Carts. Containers used for the collection of Recyclables shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

#### **3.2.5.3 Specific Collection Requirements**

Multifamily Complex and Commercial recycling collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer and tenant confusion. The Contractor's crews shall make collections in an orderly, non-disruptive, and quiet manner, and shall return Containers after emptying to the same location as found, with their lids closed.

[The Contractor may decline to collect a Container if the Excluded Materials or other contaminants are present, subject to the contamination tagging protocols agreed to by the City and the Contractor.](#)

1 **3.2.6 Multifamily Complex and Commercial Customer Compostables Collection**

2  
3 The Contractor shall provide subscription-based Compostables collection services to requesting  
4 Multifamily Complexes and Commercial Customers.  
5

6 **3.2.6.1 Subject Materials**

7  
8 The Contractor shall provide collection of Compostables from any requesting Multifamily Complex or  
9 Commercial Customer, subject to that Customer's continued compliance with material preparation  
10 requirements. Contaminated or oversized Compostables materials rejected by the Contractor shall be  
11 tagged in writing in a prominent location with an appropriate problem notice explaining why the  
12 material was rejected.  
13

14 **3.2.6.2 Containers**

15  
16 Containers shall be provided to Customers as part of the service at no additional charge. Compostables  
17 Containers shall be delivered by the Contractor to Multifamily Complex and Commercial Customers  
18 within three (3) days of a Customer's initial request.  
19

20 **3.2.6.3 Specific Collection Requirements**

21  
22 Multifamily Complex and Commercial Customer Compostables collection shall occur at least weekly or  
23 more frequently, as subscribed for. Collections shall be made on a regular schedule on the same day(s)  
24 of the week and as close to a consistent time as possible to minimize Customer confusion. The  
25 Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers  
26 after emptying to the same location as found, with their lids closed.  
27

28 [The Contractor may decline to collect a Container if the Excluded Materials or other contaminants are](#)  
29 [present, subject to the contamination tagging protocols agreed to by the City and the Contractor.](#)  
30

31 **3.2.7 Drop-Box Container Garbage Collection**

32 **3.2.7.1 Subject Materials**

33  
34 The Contractor shall provide Drop-Box Container Garbage collection services to Customers, in  
35 accordance with the service level selected by the Customer.  
36  
37

38 **3.2.7.2 Containers**

39  
40 The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the  
41 standards described in Section 3.1.15. Both Customer-owned and Contractor-owned Drop-box  
42 Containers shall be serviced, including Customer-owned compactors.  
43

44 The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty  
45 containers by the Contractor to new and temporary Customers within three (3) business days after the  
46 Customer's initial request.  
47

1 **3.2.7.3 Specific Collection Requirements**

2  
3 The Contractor shall provide dispatch service and equipment capability of collecting full Drop-box  
4 Containers on the same business day if the Customer's initial request is received by the call center  
5 before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received  
6 by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty  
7 Drop-box Container to the Customer at the time of collecting the full Drop-box Container. Drop-box  
8 Containers shall be delivered to new Customers within one business day of their initial request.

9  
10 The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked  
11 enclosures at no additional charge. The Contractor may charge additional time or mileage only upon the  
12 Customers prior approval and only when the Customer direct material to a facility other than the closest  
13 King County disposal facility.

14  
15 **3.2.8 Boeing Company Special Container Garbage Collection**

16  
17 The Contractor shall adapt one or more of its collection vehicles to collect the Boeing Company's  
18 specialized Detachable Containers ("stackable tubskids") used to contain Garbage at Boeing Company  
19 facilities within the City Service Area.

20  
21 The Contractor shall provide daily collection Monday through Friday on an on-call basis at the request of  
22 the Boeing Company. The Contractor shall service the specialized Detachable Containers and Drop-  
23 Boxes within 24 hours of the Boeing Company's request, and shall comply with Boeing Company facility  
24 access requirements and gate receipt requirements, including the noting of entry and exit times on  
25 Boeing Company-provided haul slips.

26  
27 The Boeing Company will ensure adequate space and turning radius for the Contractor's drivers to safely  
28 maneuver collection vehicles. The Contractor shall make the necessary number of trips to ensure that  
29 the specialized Detachable Containers area are collected during each specified time window. The Boeing  
30 Company will be responsible for the purchase, maintenance and repair of company-owned specialized  
31 Detachable Containers. The Contractor will notify the designated Boeing Company representative of  
32 needed repairs noted during collections.

33  
34 **3.2.9 Temporary (Non-Event) Container Customers**

35  
36 The Contractor shall maintain a sufficient Container inventory, including Detachable Container and  
37 Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary  
38 Customers within twenty-four (24) hours after the Customer's initial request. The charges for temporary  
39 Detachable Container service as listed in Attachment B shall include delivery, collection, distance, and  
40 disposal or processing for Recyclables or Compostables. No additional fees other than those included in  
41 Attachment B may be charged. Temporary Garbage services do not include embedded Recycling or  
42 Compostables collection and shall not exceed ninety (90) days in duration. Customers requiring service  
43 for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and  
44 Compostables service.

45  
46 **3.2.10 Special Event Services**

The Contractor shall provide temporary Garbage, Recyclables, and Compostables Containers to Customers sponsoring special events within the Service Area at the rates listed in Attachment B. The Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure that the maximum Recyclables and Compostables diversion is achieved. The Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a summary of the volumes and tonnages of materials disposed of, and diverted for recycling and composting.

The Contractor shall provide special event services as a bundle, with each event provided collection of Garbage, Recyclables, and Compostables. The provision of Garbage-only service is discouraged, and shall be offered on a case-by-case basis only upon prior written approval of the City.

The Contractor shall bill the special event services described in this section directly to the Customer instead of to the City.

### 3.2.11 ~~The~~ City Services

The Contractor shall provide collection of all on-street Litter and Recyclables receptacles within the City, as listed in Attachment XXX. Collection shall occur not less than one (1) time each week and up to three (3) times each week, depending on season and need, at the discretion of ~~t~~The City. Additional Litter and Recyclables receptacles may be added to the Attachment XXX list at ~~t~~The City's discretion, at no additional charge.

In addition to ~~t~~The City's existing Litter Receptacles, the Contractor shall procure and install up to 20 additional Litter and/or Recyclable Receptacles with liners equivalent in locations designated by ~~t~~The City. The City shall review and approve the make and model of the additional litter receptacles. Replacement liners for all ~~The~~ City Litter and Recyclable Receptacles shall be the responsibility of the Contractor.

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all ~~The~~ City-owned municipal facilities as a part of this Agreement and at no additional charge. Those facilities include, but are not limited to the following:

Facility	Service Address
<del>The</del> City Airport	<del>400-506</del> – 23 <sup>rd</sup> Street NE
<del>Auburn The City Airport Hanger</del>	<del>412</del> – <del>30<sup>th</sup> Street NE</del>
Auburn Avenue Theater	10 Auburn Ave
Auburn City Hall	25 West Main Street
Auburn Community Garden	1030 – 8 <sup>th</sup> Street NE
Auburn Golf Course	29630 Green River Rd
Auburn Golf Course Maintenance	29832 Green River Rd
Auburn GSA/VRFA Facility	2905 C Street SE
Auburn Justice Center	340 East Main Street
Auburn Maintenance Facility	1305 C Street SW
Auburn Mountainview Cemetery	2020 Mountain View Dr
Auburn Parks Department	910 – 9 <sup>th</sup> Street SE

**Comment [JB1]:** Attachment will be provided at a later date. There are approximately 30 pairs (garbage and recycle) of receptacles.

Auburn Parks Department	2840 Riverwalk Dr SE
Auburn Parks Maintenance	1401 C Street SW
Auburn Senior Center	808 – 9 <sup>th</sup> Street SE
Auburn VRFA Facility	1101 D Street NE
Brannan Park	611 – 28 <sup>th</sup> Street NE
Cedar Lanes Park	25 <sup>th</sup> Street SE & K Street SE
Fulmer Park	5 <sup>th</sup> Street NE & K Street NE
Game Farm Park	37 R Street SE
Game Farm Park Maintenance Shop	3226 V Street SE
Game Farm Park Caretaker	3224 V Street SE
Game Farm Wilderness Park	2401 Stuck River Rd SE
Isaac Evans Park	29627 Green River Rd
Les Gove Park	910 – 9 <sup>th</sup> Street SE
Roegner Park	601 Oravetz Rd SE
Scootie Brown Park	8 <sup>th</sup> Street NE & Henry Rd NE
Veteran's Memorial Park	405 Park Ave NE
White River Valley Museum	918 H Street SE

Collection and disposal of the permanent Drop-Box Containers at the City of Auburn Maintenance Facility are also included, without charge.

At any time during the Term of this Contract, the City may add facilities and parks in addition to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the Service Area, as well as municipal facilities in future annexation areas covered by this Contract, provided that no more than two additional facilities or parks may be added per year without additional compensation to the Contractor.

### **3.2.12 Auburn-Sponsored Community Events**

The Contractor shall provide Garbage and Recycling services for City-sponsored special events at no charge to the City or users. Container capacity shall be coordinated with event staff to ensure that sufficient Container capacity and collection frequency is provided by the Contractor. These events shall include, but not be limited to:

- **Code Enforcement Clean-up Support:** In residential areas designated by the City, Contractor shall support clean-up events with up to 12 Drop-box Containers per year. Contractor shall provide 10 yard - 40 yard Drop-box Containers (or other sizes approved by the City) without charge to the City. Contractor shall waive delivery, rental and other fees and the City shall pay for disposal.
- **Special Recycling & Reuse Events:** The Contractor shall provide support at up to two (2) Special Recycling Events. At each event, the Contractor shall provide Drop-box or Detachable Containers for Garbage, Recyclables, and Compostables collected at the events. The Contractor shall provide all equipment, staffing, collection, transportation, and recycling at no additional charge to the City, and the City shall be responsible for any disposal fees.

- 1 • **Other City Events:** The Contractor shall provide Garbage, Recycling, and Compostables  
2 collection services for the following City-sponsored events at no charge to the City or users.  
3 Services and container capacity shall be coordinated with event staff to ensure that  
4 sufficient container capacity and collection frequency is provided by the Contractor.  
5

- 6 ○ Petpalooza  
7 ○ Clean Sweep  
8 ○ Kid's Day  
9 ○ 4th of July  
10 ○ August Fest  
11 ○ Veteran's Parade  
12

13 At any time during the term of this Contract, the City may add City-Sponsored Community Events in  
14 addition to those listed above, provided that if the City adds more than one event every year, the  
15 Contractor may negotiate compensation for those additional events.  
16

17 Additional event services for public or private Customers shall be charged at the rate listed in  
18 Attachment B for each set of three (3) 96 gallon carts, per event day. This fee is all-inclusive for delivery,  
19 setup and collection of containers.  
20

### 21 **3.2.13 On-call Bulky Waste Collection**

22

23 The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and  
24 Commercial Customers.  
25

26 On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for  
27 no more than the charge set forth in Attachment B to this Contract, with collection occurring no later  
28 than five (5) business days after a Customer initial request.  
29

30 Customers must place Bulky Waste at the regular Garbage collection location no more than 24-hours  
31 prior to collection. The Contractor shall notify the Customer of the specific date that their item will be  
32 collected, the charge that will be made to their next bill, and where the item should be placed for  
33 collection.  
34

35 The Contractor shall recycle all metal white goods, unless another arrangement is approved in writing by  
36 the City, and to make a reasonable effort to recycle all other materials collected. The Contractor shall  
37 direct Customers to remove doors from refrigerators and freezers before collection and not to place  
38 Bulky Waste at the Curb prior to twenty-four (24) hours before scheduled collection.  
39

40 The Contractor shall maintain a separate log listing service date, materials collected, Customer charges,  
41 weights, and whether the item was recycled or disposed. This log shall be provided to the City on a  
42 monthly basis in accordance with Section 3.3.4. On-call Bulky Waste collection must occur during the  
43 hours and days specified in Section 3.1.4, with the exception that Saturday collection is permissible if it  
44 is more convenient for Customers. The Contractor's crews shall make collections in an orderly, non-  
45 disruptive and quiet manner.  
46

1 **3.2.14 Excluded Services**

2  
3 This Contract does not include the collection or disposal of Hazardous Waste.

4  
5 **3.3 COLLECTION SUPPORT AND MANAGEMENT**

6  
7 **3.3.1 General Customer Service**

8  
9 The Contractor shall be responsible for providing all Customer service functions, including, but not  
10 limited to:

- 11  
12
  - Answering Customer telephone calls and e-mail requests;
  - Informing Customers of current, new, and optional services and charges;
  - Handling Customer subscriptions and cancellations;
  - Receiving and resolving Customer complaints;
  - Dispatching Drop-box Containers, temporary containers, and special collections;
  - Proving the specified billing to the City on schedule; and,
  - Maintaining and updating regularly as necessary a user-friendly internet website.

19  
20 These functions shall be provided at the Contractor's sole cost, with such costs included in Contractor  
21 charges set forth in Attachment B.

22 **3.3.2 Specific Customer Service Requirements**

23  
24 The Contractor shall maintain a service base within twenty-five (25) miles of Auburn corporate limits.  
25 Operations and management staff shall be located at that site, provided that call center operations may  
26 be remotely provided. The Contractor's call center shall be open all specified Office Hours. The holiday  
27 collection schedule described in Section 3.1.7 shall also apply to Customer service coverage. Customer  
28 service representatives shall be available through the Contractor's call center during Office Hours for  
29 communication with the public and City representatives. Customer calls shall be taken during Office  
30 Hours by a person, not by voice mail. During all non-Office Hours for the call center, the Contractor shall  
31 have an answering or voice mail service available to record messages from all incoming telephone calls,  
32 and include in the message an emergency telephone number for Customers to call during outside  
33 normal Office Hours in case of an emergency.

34  
35 The Contractor shall maintain a twenty-four (24) emergency telephone number for use by City staff. The  
36 Contractor shall have a representative, or an answering service to contact such representative, available  
37 at such emergency telephone number for city-use during all hours, including normal office hours.  
38 Inability to reach the Contractor's staff via the emergency telephone numbers shall be cause for  
39 performance fees in accordance with Section 5.1.2

40  
41 **3.3.2.1 Customer Service Representative Staffing**

42  
43 During office hours, the Contractor shall maintain sufficient call center staff to answer and handle  
44 complaints and service requests from all Customers without delay. If incoming telephone calls  
45 necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service

1 demands. The Contractor shall provide and publicize a telephone number capable of handling service  
2 related text messages.

3  
4 The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests  
5 in a timely manner made by methods other than telephone, including letters, e-mails, text messages or  
6 webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints  
7 and service requests in a timely manner, the Contractor shall increase staffing levels to meet  
8 performance criteria.

9  
10 The Contractor shall provide additional staffing during the transition and implementation period, and  
11 especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the  
12 fourth month after the Date of Commencement of Service, to ensure that sufficient staffing is available  
13 to minimize Customer waits and inconvenience. The Contractor shall receive no additional  
14 compensation for increased staffing levels during the transition and implementation period. Staffing  
15 levels during the transition and implementation period shall be subject to the City's prior review and  
16 approval.

### 17 18 **3.3.2.2 City Customer Service**

19  
20 The Contractor shall maintain staff that has management level authority to provide a point of contact  
21 for the majority of inquiries, requests, and coordination covering the full range of Contractor activities  
22 related to this Contract. Duties include, but are not limited to:

- 23  
24
- 25 • Assisting staff with promotion and outreach to Single-Family Residences, Multifamily  
26 Complexes, Commercial Customers, and special events;
  - 27 • Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and  
28 inquiries; and,
  - 29 • Assisting the City with program development and design, research, response to inquiries, and  
30 troubleshooting issues.

31 A Contractor-designated service expert shall be immediately accessible by staff to address emerging  
32 problems as needed, and shall return messages (telephone, text or e-mail) within four (4) hours of the  
33 City's leaving or sending a message.

34  
35 Should the Contract fail to meet the expectations for customer service to the City as described herein,  
36 the Contractor shall be assessed performance fees in accordance with Section 5.1.

### 37 38 **3.3.2.3 Service Recipient Complaints and Requests**

39  
40 The Contractor shall record all complaints and service requests, regardless of how received, including  
41 date, time, Customer's name and address, if the Customer is willing to give this information, method of  
42 transmittal, and nature, date and manner of resolution of the complaint or service request in a  
43 computerized daily log. Any telephone calls received through the Contractor's non-office hours voice  
44 mail or answering service shall be recorded in the log the no later than by the following business day.  
45 The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours  
46 of the original phone call, letter, or internet communication, and service requests within the times  
47 established throughout this Contract for various service requests. If a longer response time is necessary

1 for complaints or requests, the reason for the delay shall be noted in the log, along with a description of  
2 the Contractor's efforts to resolve the complaint or request.

3  
4 The Customer service log shall be available for inspection by the City, or its designated representatives,  
5 during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall  
6 provide a copy of this log in an electronic format from the Microsoft Office suite of software to the City  
7 with the monthly report.

#### 8 9 **3.3.2.4 Handling of Customer Calls**

10  
11 All incoming telephone calls shall be answered promptly and courteously, with an average speed of  
12 answer of less than ~~thirty-two~~ thirty (30) seconds. No telephone calls shall be placed on hold for more  
13 than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls shall be  
14 place on hold for more than twenty (20) seconds. A Customer shall be able to talk directly with a  
15 Customer service representative when calling the Contractor's Customer service telephone number  
16 during office hours without navigating an automated phone answering system. An automated voice mail  
17 service or phone answering system may be used when the office – both the Customer Service Office and  
18 the Customer Service Center – is closed.

19  
20 A Customer calling into the Customer service phone lines and placed on hold shall hear either a City-  
21 specific messages or messages that are applicable and not misleading to Customers.

#### 22 23 **3.3.2.5 Corrective Measures**

24  
25 Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the  
26 telephone, the City may request the Contractor submit a plan to the City for correcting the problem.  
27 Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the  
28 corrective measures, except during the transition and implementation period from one (1) month prior  
29 to the Date of Commencement of Service, through the end of the fourth month after the Date of  
30 Commencement of Service, during which the Contractor shall have one (1) week to implement  
31 corrective measures. Reasonable corrective measures shall be implemented without additional  
32 compensation to the Contractor. Failure to provide corrective measures shall result in possible  
33 performance fees for the Contractor.

#### 34 35 **3.3.2.6 Contractor Internet Website**

36  
37 The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day,  
38 seven (7) days a week, containing information specific to The City's collection programs, including at a  
39 minimum contact information, collection schedules, day of collection map that is dated as of the last  
40 change and always current, material preparation requirements, available services and options, rates and  
41 fees, inclement weather service changes, and other relevant service information for its Customers. The  
42 website shall include an e-mail function for Customer communication with the Contractor, and the  
43 ability for Customers to submit service requests and manage their services on-line. E-mailed Customer  
44 service requests shall be answered within twenty-four (24) hours of receipt. The website shall include a  
45 link to the City's website for Customers to receive and pay their service bills on-line.

1 The website design shall be usability tested and then submitted to the City for approval a minimum of  
2 three (3) months prior to the Date of Commencement of Service of this Contract, and then changes shall  
3 be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide  
4 among its local staff a knowledgeable and proficient website manager that is responsive to the City's  
5 request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual  
6 messages only shall be uploaded to the website within seventy-two (72) hours of the time of the  
7 request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-  
8 sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a  
9 Customer's regular place of container set-out) shall be uploaded to the website as soon as possible and  
10 not more than six (6) hours from of the time of request. Changes requested by the City that include a  
11 graphical component must be uploaded to the website within ten (10) days of the time of the request.  
12

13 The Contractor shall update the website monthly, and more often if necessary, and provide links to the  
14 City's website, checking on a regular basis that all links are current. The website shall include  
15 information requested by the City translated into a minimum of four (4) languages other than English,  
16 including Spanish, Chinese, Russian, and one other language to be identified by the City. Upon the City's  
17 request, the Contractor shall provide a website utilization report indicating the usage of various website  
18 pages and e-mail option.  
19

#### 20 **3.3.2.7 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required**

21  
22 The Contractor's Customer service representatives shall be fully knowledgeable of all collection services  
23 available to Customers, including the various services available to Single-Family Residence, Multifamily  
24 Complex and Commercial Customers. For new Customers, Customer service representatives shall  
25 explain all Garbage, Recyclables, and Compostables collection options available depending on the sector  
26 the Customer is calling from. For existing Customers, the representatives shall explain new services and  
27 options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and  
28 other Customer concerns. Customer service representatives shall be trained to inform Customers of  
29 Recyclables and Compostables preparation specifications. City policy questions shall be immediately  
30 forwarded to the City for response.  
31

32 The Contractor's Customer service representatives shall have instantaneous electronic access to  
33 Customer service data and history to assist them in providing excellent customer service. The Contractor  
34 shall provide the City with internal customer service representative training and support information  
35 specific to the City to allow the City to review and check information provided to customer service  
36 representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved  
37 in writing (e-mail is acceptable) by the City prior to being used by customer service representatives.  
38

#### 39 **3.3.2.8 Customer Communications**

40  
41 All Customer communications (other than routine service and billing interactions with individual  
42 Customers) shall be reviewed and approved by the City before distribution.  
43

44 The City and Contractor recognize that Customer preferences for their method of communication may  
45 change during the Term of this Contract and agree to adjust customer service expectations to match  
46 Customer preferences. For example, if call traffic to the Contractor's telephone-based call center  
47 reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources

1 accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract  
2 requirements periodically and negotiate in good faith any desired improvements to the Contract service  
3 standards related to customer service delivery.

### 4 5 **3.3.3 Customer Billing Responsibilities**

6  
7 The Contractor shall provide the City with a monthly billing download in the format specified in  
8 Attachment ~~XXX-D~~ by the ~~XY-25th~~ day of each month.

9  
10 Customers may not suspend collection services, but may reduce their service to the minimum service  
11 offered (13 gallon cart). The Contractor shall reconcile their Customer list with a City-provided list of  
12 addresses to identify potential Customers not in compliance with the City's mandatory collection  
13 ordinance. The timing and list format shall be arranged between The City and Contractor, but the  
14 Customer list reconciliation shall occur no less frequently than annually.

15  
16 The Contractor shall be responsible for the following:

- 17  
18 • Generating combined Garbage, Recyclables, and Compostables collection billing data for all  
19 Customers;
- 20  
21 • Maintaining a system to monitor Customer subscription levels, record excess Garbage or  
22 Compostables collected, assess additional charges for Extra Units, and charge for additional  
23 services requested and delivered.;
- 24  
25 • Accepting and responding to Customer requests for service level changes, missed or inadequate  
26 collection services, and additional services; and

27  
28 The Contractor shall be required to have procedures in place to backup and minimize the potential for  
29 the loss or damage of the account servicing (e.g., Customer service, service levels, and billing history)  
30 database. The Contractor shall ensure that at a minimum a daily backup of the account servicing  
31 database is made and stored off-site. The Contractor shall also provide the City with a copy of the  
32 Customer service database by e-mail or electronic media on a monthly basis. The City shall have  
33 unlimited rights to use the Customer service database, including, but not limited to, developing targeted  
34 educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing  
35 information to successor contractors.

### 36 **3.3.4 Reporting**

37  
38 The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report  
39 formats may be modified from time to time at the City's request at no cost to the City. In addition, the  
40 Contractor shall allow staff access to pertinent operations information related to compliance with the  
41 obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage,  
42 Recyclables, and/or Yard Debris/Organic Waste facility certified weight slips, and Customer charges and  
43 payments.  
44

#### 3.3.4.1 Monthly Reports

On a monthly basis, within thirty (30) days of the last day of each month, the Contractor shall provide a report containing the following information for the previous month:

1. A billing summary that provides the number of Customers billed at each service level (e.g. by container size, extra services) for each service sector (e.g., Single-Family Residence, Multifamily Complex, Commercial Customers and Drop-box hauls by Container size), the total number of Customers for each type of service by sector, Customer receipts by each service level, and total billings.
2. A log of all Customer requests, complaints, inquiries, and site visits, including Customer name, property name and address, date of contact or site visit, reason for site visit, results of Customer request, complaint, inquiry and/or site visit, Container sizes for various materials (e.g., Garbage, Recycling, Compostables, etc.), frequency of collection for various materials before site visit and resulting changes after site visit, additional follow-up needed, follow-up conducted, results of follow-up, and materials provided.
3. Reports from the Contractor's customer service telephone system showing total call volume, total calls answered, average speed of answer, percent of calls answered within twenty (20) seconds, total calls placed on hold, percent of calls on hold answered within twenty (20) seconds, percent of calls on hold answered within two (2) minutes, total number of abandoned calls, abandonment rate (abandoned call divided by total volume of calls), and average time to abandonment.
4. Website utilization report showing, total number of Customers managing their services on-line, total number of e-mails received via website, data on site usage, and other data or information as the City may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables and Compostables, quantities collected (in tons) for each collection sector. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g. appliances, CFLs, etc.), reporting item counts are sufficient. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
6. A summary of Recyclables market prices, contamination levels and processing residues disposed as Garbage.
7. A list of current disposal or processing fees per ton for each material collected.
8. A description of any vehicle accidents or infractions.
9. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
10. A description of Contractor activities and tonnages related for city services and events.

11. A list of potential Customers that are in non-compliance with the City's mandatory collection requirements, including name, service address, mailing address, phone, e-mail contact information, Contractor attempts to retain the Customer and date of last service.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of The City, and shall be periodically verified through field testing by the Contractor.

#### 3.3.4.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports, described above.
2. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
3. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
4. A discussion of promotion, education, and outreach efforts, and accomplishments for each sector.
5. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
6. An inventory of all Containers used in the performance of this Contract, including location address, Customer name and contact information, and the size ~~and serial number~~ of all Containers used at that address.
7. A list of Multifamily Complexes eligible for Recycling and Compostables collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those complexes, including the reason why the Multifamily Complex is not receiving Recycling and/or Compostables service.
8. A list of Commercial Customers eligible for Recycling and Compostables collection service, but not receiving one or both services, with the results of required contacts made during the year to promote the Recycling and/or Compostables service to those sites, including the reason why the Commercial Customer is not receiving Recycling and/or Compostables service.
9. A detailed report on Container change-out, cleaning, painting, re-stickering and/or labeling, and replacement completed or not completed on schedule during the previous year.

10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 3.3.4.1. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).

The annual report shall be specific to The City's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

#### **3.3.4.3 Ad Hoc Reports**

The City may request from the Contractor up to twelve (12) ad-hoc reports each year, at no additional cost to the City. These reports may include Customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in the City-defined format and software compatibility. These reports shall not require the Contractor to expend more than two hundred (200) staff hours per year to complete.

#### **3.3.4.4 Other Reports**

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the Term of the Contract. Information received by the City shall be subject to existing laws and regulations regarding disclosure, including the *Public Disclosure Act*, Chapter 42.56 of the Revised Code of Washington.

#### **3.3.5 Promotion and Education**

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, including providing on-site commercial Recycling and Compostables technical assistance, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling promotions, education, and outreach programs at the direction of the City. All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City.

The Contractor shall annually contact, by telephone or site visit, the manager or owner of each Multifamily Complex site to encourage recycling participation, address concerns, space or contamination problems, offer additional or on-going education or training to tenants, and inform the manager or owner of all available services and ways to decrease Garbage generation, increase recycling and prevent contamination in Recyclables and Compostables Containers. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

The Contractor shall every two (2) years during the duration of the Contract, beginning in January 2018, follow-up with each Commercial Customer by telephone or in person to address additional concerns, space or contamination problems, and offer additional education or training to tenant businesses. The

1 Contractor shall attempt to reach each Commercial Customer by telephone no more than two (2) times,  
2 with a minimum of one (1) week separating each attempted telephone call, at which time, if  
3 unsuccessful, shall conduct a site visit to the Commercial Customer. The Contractor's educational efforts  
4 to Commercial Customers shall include performing waste audits to determine areas that need  
5 improvement, developing and covering the cost of stickers or signage for interior collection containers,  
6 and delivering Commercial Customer program packets to the Commercial Customers or their tenants, as  
7 requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall  
8 coordinate and work cooperatively with the City's staff and/or consultants hired to conduct outreach  
9 and education, and provide technical assistance.

10  
11 The Contractor shall, upon request of a Commercial Customer or a tenant business, and at the  
12 Contractor's expense, conduct a site visit within one week of the request to review existing services,  
13 determine recycling potential, and assess space constraints for additional Containers.

14  
15 Any additional promotional, educational, and informational materials provided by the Contractor to  
16 Customers in connection with the Contract shall be designed, developed, printed, and delivered by the  
17 Contractor, at the Contractor's cost, and subject to the City's final written approval as to form, content,  
18 and method of delivery. The City shall review and approve all materials and a minimum of a two (2)  
19 weeks review period shall be provided in all cases by the Contractor to allow sufficient time for review  
20 and approval.

21  
22 Outreach to Commercial Customers by the Contractor shall not preclude the City or its consultants from  
23 also conducting targeted outreach and technical assistance to encourage waste prevention and  
24 recycling.

### 25 26 **3.3.6 Transition to Next Contractor**

27  
28 The Contractor shall work with the City and any successive contractor in good faith to ensure minimal  
29 Customer disruption during the transition period from the City's previous contractor to the City's new  
30 Contractor. Cart and Container removal and replacement shall be coordinated between the Contractor  
31 and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In  
32 the event that the City does not elect to retain the Contractor's Containers pursuant to Section 3.1.15.3,  
33 the Contractor shall remove any Containers for all services or any portion of services provided under this  
34 Contract upon sixty (60) days written notice from the City.

35  
36 The Contractor shall provide a detailed Customer list in an electronic format acceptable to the City,  
37 including Customer name, contact information (i.e., telephone number and e-mail address, if available),  
38 service address, mailing address, collection service levels and frequencies, day of collection and  
39 Container rental service levels to the successive contractor within seven (7) days of initial request by the  
40 City.

41  
42 Failure to fully comply with this Section 3.3.6 shall result in the forfeiture of the Contractor's  
43 performance bond, at the City's discretion.

## 44 45 **4. COMPENSATION**

#### 4.1 Compensation to the Contractor

The City manages a solid waste utility fund and sets Customer rates in accordance with city rate policies as needed to fund City obligations. Those obligations include paying the Contractor for collection services and other functions related to the City's solid waste system. The City's setting of retail rates is separate from, and distinct, from the Contractor compensation rates listed in Attachment B, as adjusted by Section 4.2.

The City shall pay the Contractor for services rendered, in accordance with Attachment B (as adjusted pursuant to this Contract), within thirty (30) days of receipt of Contractor's monthly invoice for such services. The City's payments to the Contractor shall comprise the entire compensation due to the Contractor.

The City is not required under this Contract to make any payments to the Contractor for services performed, or for any other reason, except as specifically described in this Contract or for services the City obtains as a Customer.

In the event that the Contractor or a Customer desires solid waste-related services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing, based on the average of surrounding WUTC tariffs if such service is addressed in current tariffs. Upon The City's written approval, the Contractor may provide the requested services and, notwithstanding the provisions of Section 7.12, may be authorized to directly invoice the Customer the Contractor's retail rate for those services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

#### 4.2 Compensation Adjustments

##### 4.2.1 Annual CPI Modification

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Attachment B, excluding waste disposal fees, for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton Metropolitan Area for the U.S. City Average Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30<sup>th</sup> of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge for 2019 will be based on the CPI for the twelve (12) month period ending June 30, 2018.

In the event that the CPI index series decreases year-to-year, the service component of Contractor rates shall remain unchanged, and the successive year's adjustment shall be based on the most recent June 30<sup>th</sup> CPI index value which yielded a positive year-to-year adjustment. In the event that the CPI index series increases over six percent (6%) year-to-year, the actual adjustment used shall be capped at six percent (6%).

Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

1  
2 The Contractor's compensation shall be adjusted annually, beginning January 1, 2019. The Contractor  
3 shall submit in writing and electronic form to the City for review and verification a Rate Adjustment  
4 Statement, calculating the new rates for the next year, on or by October 1<sup>st</sup> of each year, starting  
5 October 1, 2018. In the event that the Contractor does not submit a Rate Adjustment Statement by  
6 October 1<sup>st</sup>, the City shall calculate and unilaterally implement a rate adjustment based on the best  
7 available information as of October 1<sup>st</sup> of that year for the applicable period and the Contractor shall  
8 lose the right to appeal this action. On the City's review and verification, the new rates shall take effect  
9 on January 1<sup>st</sup> of the following year. An example of rate adjustments due to Consumer Price Index  
10 changes is provided in Attachment F.

#### 11 12 **4.2.2 Changes in Disposal or Compostables Processing Sites**

13  
14 If the Contractor is required by the City or other governmental authority to use Garbage disposal or  
15 Compostables processing sites other than those being used at the initiation of this Contract, the  
16 Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost  
17 or savings to the Contractor. Upon City review and approval, the Contractor's rates pursuant to this  
18 Contractor in such as case shall be adjusted upwards or downwards to reflect those additional costs or  
19 savings associated with the shift in disposal or processing site, the City and Contractor agree to  
20 negotiate in good faith any changes to the rates to offset these costs or savings.

21  
22 If the Contractor is no longer be able to find a processing site for all collected Compostables, after a  
23 good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop  
24 the collection of affected components of Compostables, such as Food Scraps, from the Contract and the  
25 City and Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the  
26 Contractor is subsequently able to find a processing site for Compostables or the site that was originally  
27 used for processing Compostables is able to resume taking the dropped materials, the City reserves the  
28 right to reinstate the collection of those materials and to reverse the previously agreed rate reduction  
29 for the reduction in service.

#### 30 31 **4.2.3 Other Modifications**

32  
33 The Contractor shall not adjust or modify rates due to employee wage increases, changes in  
34 Compostables processing fees, changes in commodity value, Garbage collection service level shifts, or  
35 other changes affecting the collection system.

36  
37 In the event that unforeseen temporary market failure prevents or precludes compliance with the  
38 requirements of Section 3.1.12, the Contractor may request a temporary adjustment or other relief from  
39 the requirements of that Section 3.2.12. Unforeseen failure for the purposes of this section does not  
40 include commodity price fluctuations. The City may request any and all documentation and data  
41 reasonably necessary to evaluate such request by the Contractor, and may retain, at its own expense, an  
42 independent third party to audit and review such documentation and such request. If such third party is  
43 retained, the City shall take reasonable steps, consistent with State law, to protect the confidential or  
44 proprietary nature of any data or information supplied by the Contractor.

45  
46 If an unforeseen market failure persists more than nine (9) months, the Parties agree to engage in good  
47 faith negotiations to determine a mutually acceptable course of action, including but not limited to

1 eliminating the materials from the list of Recyclables, changing Customer preparation requirements,  
2 modifying Contractor rates to reflect additional process, or any other mutually-agreeable solution.

3  
4 The City shall review the Contractor's request within one hundred twenty (120) days of receipt. Upon  
5 the City's review of the Contractor's request, the City shall approve or deny the request, at its sole  
6 discretion.

#### 7 8 **4.2.4 New or Changes in Existing Taxes**

9  
10 If new municipal or Washington State taxes or fees are imposed or the rates of existing taxes are  
11 changed after the Date of Execution of this Contract, and the impact of these changes results in  
12 increased or decreased Contractor costs in excess of ten thousand dollars (\$10,000) annually, the  
13 Contractor and the City shall enter into good faith negotiations to determine whether compensation  
14 adjustments are appropriate for the amount exceeding the ten thousand dollar (\$10,000) threshold and  
15 if so, to determine the amount and the method of adjustment.

16  
17 In the event that road or bridge tolls are implemented that affect the Contractor's operations under this  
18 Contract, the City and Contractor agree to enter into good faith negotiations to adjust compensation  
19 accordingly, without meeting the ten thousand dollar (\$10,000) cost threshold referenced in the  
20 preceding paragraph.

#### 21 22 **4.2.5 Changes in Service Provision**

23  
24 In the event that either the Contractor or the City initiates any changes in how Contract services are  
25 provided that reduce Contractor costs, the Contractor shall promptly notify the City in writing of such  
26 reduced costs, and rates shall be reduced within thirty (30) days of the subject change so that the City  
27 and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings.

#### 28 29 **4.3 Change in Law**

30  
31 Changes in federal, State, or local laws or regulations that result in a detrimental change in  
32 circumstances or a material hardship for the Contractor in performing this Contract may be the subject  
33 of a request by the Contractor for a rate adjustment, subject to review and approval by the City, at the  
34 City's sole option. If the City requires review of financial or other proprietary information in conducting  
35 its rate review, at the request of the Contractor, the City shall retain a third-party to review such  
36 information at the Contractor's expense, and may take any other steps it deems appropriate to protect  
37 the confidential nature of Contractor's documents and preserve the Contractor's ongoing ability to  
38 remain competitive.

#### 39 40 **4.4 Compensation Adjustments Approval**

41  
42 Any compensation or fee adjustments as provided for in Section 4 shall be approved or disapproved by  
43 the City.

### 44 45 **5. FAILURE TO PERFORM, REMEDIES, TERMINATION**

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 5.1 details infractions subject to performance fees and Section 5.2 details default provisions and procedures.

## 5.1 Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the provisions and requirements of this Contract. In the event that the City's inspection reveals that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present a documented incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City's damages would be difficult to prove in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The performance fees in this Section 5.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 3.2.10.

Performance fees shall include:

	Action or Omission	Performance fees
1	Collection before or after the times specified in Section 3.1.4, except as expressly permitted in writing.	Five hundred dollars (\$500) per incident (each vehicle on each route is a separate incident).
2	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	Fifty dollars (\$50) per incident, not to exceed five hundred dollars (\$500) per vehicle per day.
3	Failure to clean-up or collect leaked or spilled materials and/or failure to notify the City within 4 hours of incident.	The cost of cleanup to the City, plus five hundred dollars (\$500) per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, per inspection, plus clean-up costs.
5	Failure to replace a leaking Container within twenty-four (24) hours of notification.	One hundred dollars (\$100) per incident, and then one hundred dollars (\$100) per day that the Container is not replaced.
6	Failure to collect missed materials within one (1) business day after notification.	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per vehicle per day.
7	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by	Two hundred fifty dollars (\$250) per block segment if collection is performed the following day;

	Action or Omission	Performance fees
	inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses.	one thousand dollars (\$1,000) if not collected by the following day.
8	Collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified containers, bags, or boxes.	One thousand- dollars (\$1,000) per incident.
9	Rejection of Garbage, Recyclables, Yard Debris or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per incident.
10	Failure to deliver Containers within three (3) days of request to Multifamily Complex or Commercial Customers requesting service after the Date of Commencement of Service.	One hundred dollars (\$100) per incident.
11	Failure to deliver Garbage, Recyclables or Compostables Containers within seven (7) days of request to Single-Family Residence Customers requesting service after the Date of Commencement of Service.	Twenty-five dollars (\$25) per incident.
12	Misrepresentation by Contractors in records or reporting.	Five thousand dollars (\$5,000) per incident.
13	Failure to provide the required annual report on time.	Five hundred dollars (\$500) per day past deadline.
14	Failure to maintain clean, sanitary and properly painted Containers,	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
15	Failure to maintain contract-compliant vehicles	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
16	Failure to meet Customer service answer and on-hold time performance requirements.	One hundred dollars (\$100) per day.
17	Failure to meet the service and performance standards listed in Section 3.3.2 of this Contract for a period of two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards listed in Section 3.3.2 are met for ten (10) consecutive business days.
18	Failure to ensure that all Customers have contract compliant Garbage, Recycling and Compostables Containers on or before the Date of Commencement of Service.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Date of Commencement of Service.
19	Failure to include city-authorized instructional/ promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-Family Residences, or failure to affix required city-authorized stickers on Containers.	Fifty dollars (\$50) per incident, with no maximum.
20	Failure to separate collection of materials from Service Area Customers from non service area customers.	Five thousand dollars (\$5,000) per route per day.

	Action or Omission	Performance fees
21	Failure to properly use an authorized switchable placard or nameplates as described in Section 3.1.14.	One hundred dollars (\$100) per placard per vehicle per day.
22	Inability to reach the Contractor's staff via the emergency telephone number.	Two hundred-fifty dollars (\$250) per incident.
23	The use of outdated, or unauthorized stickers, or lack of required stickers on Contractor provided Containers.	Fifty dollars (\$50) per Container.
34	Failure to have correct rates for all Customer sectors and service levels listed on the Contractor's website.	Two hundred-fifty dollars (\$250) per day, with no maximum.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 5.2.

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight (8.0%) percent of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence to the City as to why the amount of the assessed performance fees should be lessened or eliminated, including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. The City's decision shall be final.

## 5.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 3.1.20;
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, State, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations;
3. The Contractor's noncompliance creates a hazard to public health or safety or the environment;
4. The Contractor causes uncontaminated Recyclables or Compostables to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;

5. The Contractor fails to make any required payment to the City, as specified in this Contract;
6. The Contractor is assessed performance fees pursuant to Section 5.1 in excess of fifteen thousand dollars (\$15,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one days following the initiation of a labor disruption pursuant to Section 3.1.20.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident.

If the Contractor abandons or violates any portion of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days' notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on the Contractor's performance bond.

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

In the event that the surety on the Contractor's performance bond fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through contract with another party or any other means.

The City shall be entitled to recover from the Contractor and the surety on the Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City.

If The City employees provide Garbage, Recyclables or Compostables collection, the actual incremental costs of city labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

All notices required or contemplated by this Contract shall be in writing and personally served or mailed (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by The City:

with copy to:

To Contractor:

## 7. GENERAL TERMS

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Recyclables and Compostables placed in designated Containers and set out in the regular collection locations within the Service Area. The City shall not be obligated to join, contribute to or instigate litigation to protect the right of the Contractor.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business.

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Compostables once these materials are collected by Contractor. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial responsibility of the Contractor.

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that at any reasonable time shall be open for inspection and copying for any reasonable

1 purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7)  
2 years thereafter, maintain in an office in King County reporting records and billing records pertaining to  
3 the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting  
4 the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but  
5 shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional  
6 and deleted services provided under this Contract. The City shall be allowed access to these records for  
7 audit and review purposes, subject to the same protections of the Contractor's financial or other  
8 proprietary information set forth in Section 4.3.

10 The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and  
11 Compostables on request within two (2) business days of the request. The weight slips may be  
12 requested for any period during the Term of this Contract.

### 14 7.3 Insurance

16 The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or  
17 exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. The  
18 cost of such insurance shall be paid by the Contractor.

20 Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the  
21 liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's  
22 recourse to any remedy available at law or in equity.

#### 23 7.3.1 Minimum Scope of Insurance

25 The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

- 27 1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles.  
28 Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form  
29 providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide  
30 contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent)  
31 for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act.  
32 The policy shall include a waiver of subrogation in favor of the City.
- 34 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a  
35 substitute form providing equivalent liability coverage and shall cover liability arising from  
36 premises, operations, independent contractors, products-completed operations, personal injury  
37 and advertising injury, and liability assumed under an insured contract. There shall be no  
38 endorsement or modification of the Commercial General Liability insurance for liability arising  
39 from explosion, collapse, or underground property damage. The City shall be named as an  
40 additional insured under the Contractor's Commercial General Liability insurance policy with  
41 respect to the work performed for the City, using ISO additional insured endorsement CG 20 10  
42 11 85 or a substitute endorsement providing equivalent coverage.
- 44 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of  
45 Washington.

4. Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo.

### 7.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.
2. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Contractor's Pollution Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

### 7.3.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

1. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, employees, and volunteers shall be named as certificate holders and additional insured's on the Contractor's insurance policy.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance immediately on receipt of insurers' notification to that effect.

1  
2 **7.3.4 Acceptability of Insurers**  
3

4 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VIII.  
5

6 **7.3.5 Verification of Coverage**  
7

8 The Contractor shall furnish the City's Risk Manager and City Attorney Department with original  
9 certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the  
10 additional insured endorsement, evidencing the insurance requirements of the Contractor at least a  
11 month before the Date of Commencement of Service of this Contract.  
12

13 **7.3.6 Subcontractors**  
14

15 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate  
16 certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject  
17 to all of the same insurance requirements as stated herein for the Contractor, including the requirement  
18 that the City, its officials, employees, and volunteers be named additional insured's on the Contractor's  
19 insurance policy.  
20

21 **7.4 Performance Bond**  
22

23 The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment  
24 Bond or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the  
25 City in the amount of two million dollars (\$2,000,000). The bond, letter of credit, or other similar  
26 instrument shall be issued for a period of not less than one (1) year, and the Contractor shall provide a  
27 new bond, letter of credit, or similar instrument, and evidence satisfactory to the City of its renewability,  
28 no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit, or other similar  
29 instrument then in effect. The City shall have the right to call the bond, letter of credit, or other similar  
30 instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its  
31 expiration.  
32

33 **7.5 Indemnification**  
34

35 **7.5.1 Indemnify and Hold Harmless**  
36

37 The Contractor shall indemnify, hold harmless, and defend the City, its elected officials, officers,  
38 employees, agents, volunteers, and representatives, from and against any and all claims, actions, suits,  
39 liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's  
40 fees, injuries, sickness, or death of any person, or damage to or destruction of property of any kind,  
41 whether tangible or intangible, including loss of use resulting therefrom (all of the foregoing collectively,  
42 "Claims"), arising out of, in connection with, or incident to the work performed under this Contract to  
43 the fullest extent permitted by law, provided, however, that the Contractor's obligation to indemnify,  
44 defend, and hold harmless shall not extend to Claims caused by or resulting from the sole willful or  
45 negligent actions or omissions of the City, its officers, agents, or employees.  
46

47 The City shall notify the Contractor in writing of the assertion of any claim against the City for which it is

entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim (including the sole right to select and retain counsel of its own choice to represent it in connection with such claim), and shall not settle the claim without the prior written approval of the Contractor (and the Contractor shall have the sole and exclusive right to resolve and settle such claim, so long as The City has been absolved of any and all liability). The City shall be entitled to fully participate with the Contractor in its defense of the City. The City may employ separate counsel to participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section. The City shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in enforcing Section 7.5.

#### **7.5.2 Industrial Insurance Immunity Waiver**

With respect to the obligations to hold harmless, indemnify, and defend provided for herein, as they relate to claims against the City, its officers, agents, and employees, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness, or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.

#### **7.6 Confidentiality of Information**

Under Washington State law, any written or recorded information (including but not limited to written, printed, graphic, electronic, photographic, or voice mail materials and/or transcriptions, recordings, or reproductions thereof) submitted in performance of this Contract are a public record under the Public Disclosure Act, Chapter 42.56 RCW, and are subject to mandatory disclosure upon request by any person. Contractor shall provide full cooperation to the City to fulfill a request for records submitted pursuant to the Public Disclosure Act. If the City determines that records created by Contractor in performance of this Contract are subject to such a request, Contractor shall provide those records to the City for free if provided electronically, or at no more than 15 cents per page if provided as paper copies.

#### **7.7 Assignment of Contract**

##### **7.7.1 Assignment or Pledge of Money by the Contractor**

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

##### **7.7.2 Assignment, Subcontracting, Delegation of Duties**

The Contractor shall not assign or sub-contract any of the services provided under this Contract that directly affect Customers or delegate any of its duties under this Contract without the prior written

1 approval of the City, which may be granted or withheld in the City's sole discretion.

2  
3 In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain  
4 responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or  
5 other obligor shall also become responsible to the City for the satisfactory performance of the services  
6 to be provided under this Contract. The City may impose conditions of approval on any such assignment,  
7 subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee,  
8 subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to  
9 be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor,  
10 or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract.  
11 The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this  
12 clause.

13  
14 Supplier agreements for composting services, vehicles, part, fuels, and other general supplies are  
15 exempt from this reporting requirement.

16  
17 For the purposes of this Contract, any change of control of the Contractor shall be considered an  
18 assignment subject to the requirements of this section. Nothing herein shall preclude the City from  
19 executing a novation, allowing the new ownership to assume the rights and duties of the Contract and  
20 releasing the previous ownership of all obligations and liability.

#### 21 22 **7.7.3 Merger or Sale of Contractor Operations**

23  
24 In the event the Contractor undergoes a name change for any reason, the name change as perceived by  
25 the public shall be completed within one (1) year from the effective date of the legal name change. The  
26 Contractor shall designate the name, logo, and colors under which it will be doing business in writing to  
27 the City within thirty (30) days of the effective date of the legal name change. All items, logos, articles,  
28 and implements seen by the public shall be changed, including but not limited to letterhead, signs,  
29 promotional materials, website pages, billing statements, envelopes, and other items. Vehicles are the  
30 only exception; vehicles must be repainted with new name, logo, and colors within two (2) years of the  
31 effective date of the legal name change.

#### 32 33 **7.8 Laws to Govern/Venue**

34  
35 This Contract shall be governed by the laws of the State of Washington both as to interpretation and  
36 performance. Venue shall be in Superior Court in the State of Washington for King County, Maleng  
37 Regional Justice Center.

#### 38 39 **7.9 Compliance with Applicable Laws and Regulations**

40

1 The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to  
2 the work to be done under this Contract. Any violation of the provisions of this section shall be  
3 considered a violation of a material provision of this Contract and shall be grounds for cancellation,  
4 termination, or suspension of the Contract by the City, in whole or in part, and may result in ineligibility  
5 for further work for the City.

6  
7 The Contractor agrees not to discriminate against any employee or applicant for employment or any  
8 other persons in the performance of this Contract because of race, religion, creed, color, national origin,  
9 marital status, gender, age, disability, sexual orientation, or other circumstances as may be defined by  
10 federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without  
11 limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal  
12 Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor  
13 agrees to post in conspicuous places, available to employees and applicants for employment, notices to  
14 be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

15  
16 Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial  
17 Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from  
18 time-to-time must be complied with, including ergonomic and repetitive motion requirements. The  
19 Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for  
20 the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also  
21 responsible for meeting all local, state, and federal health and environmental regulations and standards  
22 applying to the operation of the collection and processing systems used in the performance of this  
23 Contract.

24  
25 The Contractor is specifically directed to observe all weight-related laws and regulations in the  
26 performance of these services, including axle bridging and loading requirements.

#### 27 28 **7.10 Permits and Licenses**

29  
30 The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied  
31 by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary  
32 to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

33  
34 The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not  
35 limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income  
36 taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all  
37 persons, facilities, property, income, equipment, materials, supplies, or activities related to the  
38 Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and  
39 unemployment benefits.

#### 40 41 **7.11 Relationship of Parties**

42  
43 The City and Contractor intend that an independent contractor relationship shall be created by this  
44 Contract. The implementation of services shall lie solely with the Contractor. No agent, employee,  
45 servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or  
46 representative of the City.

1 **7.12 Contractor's Relationship with Customers**

2  
3 The Contractor shall not separately contract with Customers for any services covered under this  
4 Contract; however, the Contractor may negotiate separate agreements with Customers for the sole  
5 purpose of compactor leasing, payment for recyclables, or other related services only when not included  
6 in this Contract, provided that Customers are provided separate invoices for those services and that the  
7 Contractor makes it clear to Customers that those services are not provided under this Contract. These  
8 separate agreements must be in writing and shall in no way expressly or by application supersede this  
9 Contract. The Contractor agrees these separate agreements shall not contain durations any longer than  
10 the final date of this Contract's Term. The Contractor shall provide to the City a detailed list of all such  
11 separate agreements with Customers upon the City's request. The City may, at its sole option, regulate  
12 similar or identical services in the successor to this contract.  
13

14 **7.13 Bankruptcy**

15  
16 It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, or files for  
17 bankruptcy then this Contract, at the option of the City, may be terminated effective on the day and at  
18 the time the bankruptcy petition is filed, or another date at The City's choosing during the pendency of  
19 the bankruptcy.  
20

21 **7.14 Right to Renegotiate/Amend**

22  
23 The City shall retain the right to negotiate contract revisions based on policy changes, state statutory  
24 changes, or County rule changes, Washington State, or federal regulations regarding issues that  
25 materially modify the terms and conditions of the Contract, including but not limited to any  
26 modifications to contracting terms or policies as they relate to County disposal services. The City may  
27 also renegotiate this Contract should any Washington State, County, or city rate or fee associated with  
28 the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor  
29 agrees to renegotiate in good faith with the City in the event the City wishes to change disposal  
30 locations or add additional services or developments, such as those identified through a pilot program  
31 under Section 3.1.18, to the Contract and to provide full disclosure of existing and proposed costs and  
32 operational impacts of any proposed changes.  
33

34 This Contract may be amended, altered, or modified only by a written amendment or addendum  
35 executed by authorized representatives of the City and the Contractor.  
36

37 **7.15 Force Majeure**

38  
39 Provided that the requirements of this section are met and subject to section 3.1.8, Contractor shall not  
40 be deemed to be in default and shall not be liable for failure to perform under this Contract if  
41 Contractor's performance is prevented or delayed by Acts of God, including landslides, lightning, forest  
42 fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy,  
43 wars, blockades, public riots, explosions, accident to machinery, equipment or materials, unavailability  
44 of required materials or disposal restrictions, governmental restraint or other causes, whether of the  
45 kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not  
46 the result of the willful or negligent act error or omission of the Contractor; and that could not have  
47 been prevented by the Contractor through the exercise of reasonable diligence ("Force Majeure"). The

Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the Force Majeure is first known, followed within seven (7) days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in a manner similar to the notification required in the case of inclement weather under Section 3.1.8.

#### **7.16 Illegal Provisions**

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect.

#### **7.17 Waiver**

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

#### **7.18 Incorporation of Contractor's Proposal in Response to The City's RFB**

The Contractor's Bid Proposal, dated [NNN](#) submitted in response to the City's Request for Bids, is fully incorporated by this reference, including but not limited to collection vehicle types, customer service staffing and approach, processing abilities and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials or attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail. The City may approve changes to vehicle and Container make, model and specifications at the City's discretion.

#### **7.19 Disputes Resolution**

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1 | The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by  
2 | good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all  
3 | services included in this Contract. Disputes not resolved in accordance with other provisions of this  
4 | Contract or through good faith discussions shall, within one (1) year of first notification of such dispute,  
5 | be submitted to non-binding mediation before a mediator selected from a list of mediators acceptable  
6 | to both the City and the Contractor. All costs of mediation, including the City's attorneys' fees and  
7 | expert witness fees, shall be paid for by the Contractor. Neither party may initiate or commence legal  
8 | proceedings prior to completion of the non-binding mediation.

9  
10 **7.20 Entirety**

11  
12 This Contract and the attachments affixed hereto are herein incorporated by reference and represent  
13 the entire agreement or contract terms between the City and the Contractor with respect to the  
14 services to be provided under this Contract. No prior written or oral statement or proposal shall alter  
15 any term or provision of this Contract.

16  
17 WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

18  
19 **XXX**

20 By \_\_\_\_\_  
21 (Print) \_\_\_\_\_

CITY OF AUBURN

By \_\_\_\_\_  
Nancy Backus, Mayor

Attest:

By \_\_\_\_\_  
Danielle Daskam, City Clerk

Approved as to Form:

By \_\_\_\_\_  
Daniel B. Heid, ~~The City~~ City Attorney

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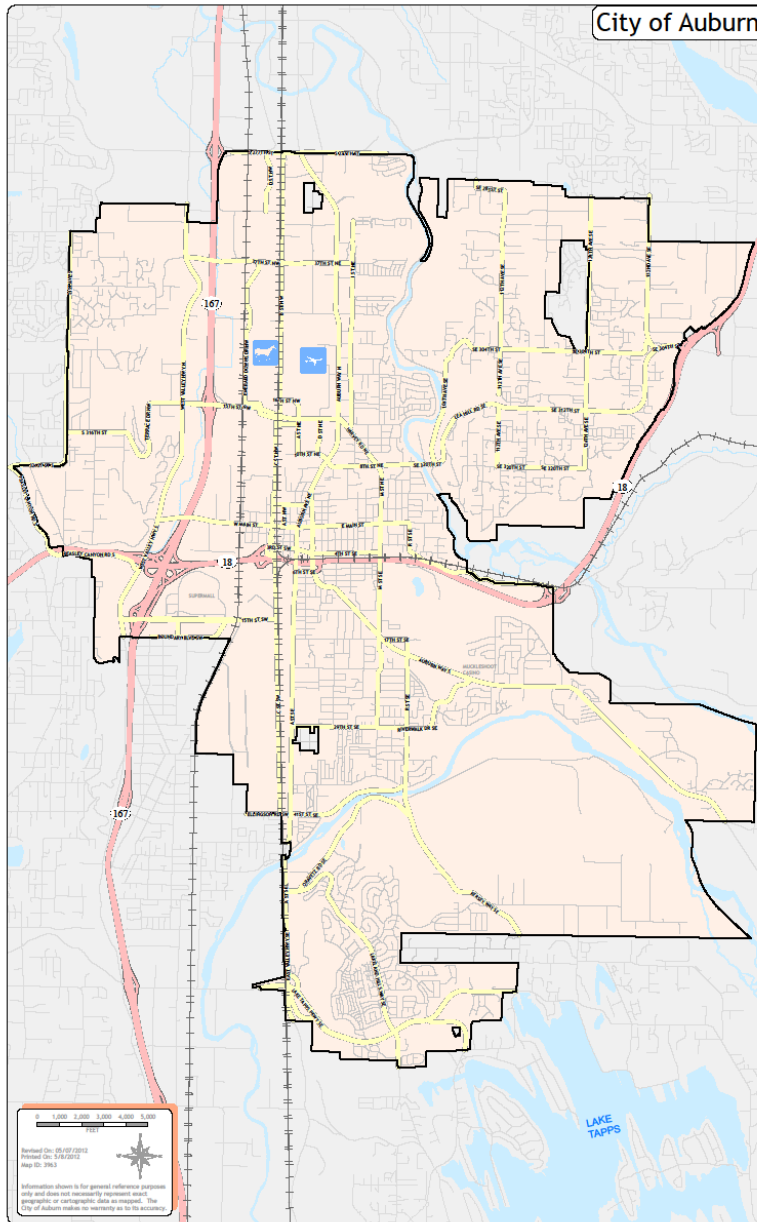
**Attachments**

- Attachment A: Service Area
- Attachment B: Contractor Rates
- Attachment C: Recyclables List
- Attachment D: Billing Transition and Management
- Attachment E: Rate Modification Example

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**Attachment A**  
**Service Area**



Field Code Changed

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**Attachment B**  
Contractor Rates

[to be completed based on Contractor's RFP Form 2a]

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**Attachment C**  
**List of Recyclables**

<u>Recyclable Item</u>	<u>Curb</u>	<u>Handling Instructions</u>	<u>Limitations</u>	<u>Single-Family</u>	<u>Multi-Family</u>	<u>Commercial</u>
<u>Aluminum</u> (Clean aluminum cans.)	<u>X</u>	<u>Place in recycle cart.</u>	-	<u>X</u>	<u>X</u>	<u>X</u>
<u>Tin cans (All food and beverage tin cans.)</u>	<u>X</u>	<u>Place in recycle cart.</u>	-	<u>X</u>	<u>X</u>	<u>X</u>
<u>Corrugated Cardboard</u>	<u>X</u>	<u>Flatten boxes. Place in recycle cart or secure (e.g. box or bundle) and set next to cart.</u>	<u>LIMIT: 2ft x 3ft or smaller</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Glass containers</u> (Clear or colored jars and bottles that are rinsed.)	<u>X</u>	<u>Empty, remove lids and place in recycle cart.</u>	-	<u>X</u>	<u>X</u>	<u>X</u>
<u>Paper</u> (All clean mixed paper, colored paper, newsprint, magazines, phone books, catalogues, paperback books, paper bags, mail/envelopes, and advertising supplements delivered with newspapers.)	<u>X</u>	<u>Place in recycle cart.</u>	-	<u>X</u>	<u>X</u>	<u>X</u>
<u>Paper Containers</u> (All empty paper cups used for soda or coffee and empty paper food cartons used for milk, juice, soy, or soup.)	<u>X</u>	<u>Empty, place in recycle cart.</u>	-	<u>X</u>	<u>X</u>	<u>X</u>
<u>Plastic Containers</u> (Bottles, cups, jugs, tubs, clamshell containers, trays, plant pots and similar.)	<u>X</u>	<u>Empty, place in recycle cart.</u>	-	<u>X</u>	<u>X</u>	<u>X</u>
<u>Polycoated Cartons and Boxes</u> (All plastic coated cartons, beverage cups, and boxes.)	<u>X</u>	<u>Empty, place in recycle cart. Flatten boxes.</u>	-	<u>X</u>	<u>X</u>	<u>X</u>
<u>Motor Oil</u>	<u>X</u>	<u>Seal uncontaminated oil in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to cart.</u>	<u>LIMIT: 3 gallons per collection</u>	<u>X</u>	-	-
<u>Scrap Metal</u> (Any ferrous or non-ferrous scrap metal items (e.g., tins, pots, pans, aluminum lawn chair frames, pipes.)	<u>X</u>	<u>Place in recycle cart or secure (e.g., bundle, box) next to cart.</u>	<u>LIMIT: 2ft x 2ft x 2ft or smaller. Less than 35lbs. Less than 5% non-metal components.</u>	<u>X</u>	<u>X</u>	<u>X</u>

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**Attachment D**

~~Billing Customer Service~~ Transition and Operations Requirements

[to be completed with Contractor]

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**Attachment E**  
**Fee Modification Examples**

The Contractor fees listed in Attachment B shall be adjusted annually, as follows:

**Contractor Fee Adjustment**

The Contractor service fee listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCF = PCF \times [1 + (((nCPI - oCPI) / oCPI))]$$

Where      NCF      =      The new Contractor service fee for a particular service level; and

              PCF      =      The previous combined Contractor service fee for a particular service level; and

              nCPI     =      The most recent June CPI value; and

              oCPI     =      The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2016.

For example, using an initial one 35-gallon cart rate of \$11.57 per month: if the previous CPI is 143.2, the new CPI is 144.3 the January 2018 Contractor fee for one 35-gallon cart per every-other-week Residential Curbside Garbage service would be:

$$\text{New Contractor Fee} = \$11.57 \times [1 + \frac{(144.3 - 143.2)}{(143.2)}] = \$11.66$$